

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) BEFORE THE CHIEF PROCUREMENT
) OFFICER FOR CONSTRUCTION
)
)
)
)

IN THE MATTER OF: PROTEST

) DISMISSAL
)

V.H.P. ENTERPRISES, INC.

) CASE No. 2009-005
)

vs.

)
SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION)

) POSTING DATE:
) NOVEMBER 13, 2008
)

) CLEANING/PAINTING BRIDGES
) OVER & UNDER INTERSTATE-77
) IN YORK COUNTY
) SCDOT FILE No. 46.037574A
)
_____)

This matter is before the Chief Procurement Officer for Construction ("CPOC") pursuant to a request from V.H.P. Enterprises, Inc., under the provisions of §11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review of an award of a contract to Seminole Equipment, Inc., for cleaning and painting bridges over and under Interstate 77 in York County (the "Project") for the South Carolina Department of Transportation (DOT). Pursuant to S.C. Code Ann. §11-35-4210(3) (Supp. 2006), the CPOC conducted an administrative review to determine his jurisdiction over the matter. This decision is based on that review and the applicable law and precedents.

NATURE OF THE PROTEST

VHP's letter of protest is attached as Exhibit "A" and incorporated herein by reference.

CPOC FINDINGS

On August 12, 2008, DOT solicited bids for cleaning and painting of existing structural steel and resealing of deck expansion joints on bridges along Interstate 77 in York County. South Carolina Code Ann. § 11-35-710(1), exempts the procurement of "construction, maintenance, and repair of bridges" by DOT from the requirements of the Consolidated

Consolidated Procurement Code. There is no question that DOT's solicitation was one for maintenance and repair of bridges and thus normally exempt.

Despite the Consolidated Procurement Codes exemption of bridge maintenance and repair projects, VHP contends that this procurement is subject to the Consolidated Procurement Code because DOT said so in its solicitation. In support of its position, VHP points to a document posted on DOT's website titled "S.C. Standard Solicitation Provisions and General Contract Clauses for the South Carolina Department of Transportation" (hereinafter "Solicitation Provisions"). These Solicitation Provisions contain numerous references to the Consolidated Procurement Code and by their own terms, the Solicitation Provisions are incorporated into DOT's solicitations. [A copy of the Solicitation Provisions is attached as Exhibit "B"] VHP's reliance on the Solicitation Provisions is misplaced.

Not all of DOT's procurements are exempt from the Consolidated Procurement Code. DOT routes exempt procurements through its Construction Office and non-exempt procurements through its Procurement Division. Each of these divisions has their own portal on DOT's website at <http://www.scdot.org/doing/default.shtml>. Links to the Construction Office's site are found under the heading "Construction Letting" and links to the Procurement Divisions site are found under the heading "Procurement". The Solicitation Provisions that VHP relies on are found on the Procurement Division's site, not the Construction Office's and are intended for non-exempt procurements of goods and services.


The solicitation for the Project was not through the Procurement Division and its site but rather through the Construction Office and its site. DOT's Construction Office advertises its exempt procurements by publishing a Notice of Construction Lettings in local newspapers for at least two weeks as required by SC Code Ann. § 57-5-1620. The advertisement states: "Details on the contracts are available on the SCDOT Internet Web site at <http://www.scdot.org/doing/currentletting.asp> and on the BID EXPRESS Internet Web site at <Http://www.bidx.com/main/index.html>." [A copy of an advertisement for projects let on the date of this Project is attached a Exhibit "C"] The first link is to DOT's Construction Office site where DOT maintains limited information on current exempt

solicitations in the form of a Short Notice to Contractors and a Long Notice to Contractors. [Copies of the Short Notice and the Long Notice that include information on this Project are attached as Exhibits "D" and "E" respectively] The second link is to an on-line bidding exchange called Bid Express where a contractor may find plans and specifications and bid on DOT projects. A contractor wishing to bid on a project being let through DOT's Construction Office must subscribe to this online bidding exchange. Once a contractor subscribes to this bidding exchange, the contractor receives a secure password that enables the contractor to access all information concerning the contract and submit confidential bids. This information includes the Short Notice to Contractors, Long Notice to Contractors, and Proposal. The Proposal is essentially a bid package that includes a solicitation of bids, instructions to bidders, general conditions, special conditions, and technical specifications. [A copy of the Proposal is attached as Exhibit "F"] None of the information published by DOT Construction Office for construction lettings, including the letting of this Project, indicates that the solicitation is subject to the Consolidated Procurement Code.

DECISION

It is the decision of the Chief Procurement Officer for Construction that pursuant to SC Code Ann. § 11-35-710(1), the procurement of the Project is exempt from the requirements of the Consolidated Procurement Code. Therefore, the Chief Procurement Officer for Construction lacks jurisdiction over the subject matter of VHP's protest.

For the foregoing reasons, Protest Dismissed.


John St. C. White
Chief Procurement Officer for Construction

13 Nov 08
Date

Columbia, South Carolina

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: www.procurementlaw.sc.gov

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 83.1 of the 2008 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2008 S.C. Act No. 310, Part IB, § 83.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003).

PARKER POE

PARKER POE ADAMS & BERNSTEIN L.L.P.

Attorneys and Counselors at Law

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October 1, 2008

VIA HAND DELIVERY

John White, P.E., CPO
Office of State Engineer
1201 Main Street, Suite 600
Columbia, SC 29201

D.R. Shealy
Director of Construction
South Carolina Department of
Transportation
955 Park Street
Columbia, SC 29202

Re: V.H.P. Enterprises/SCDOT

S.C. File No. 46.037574A
Project No. BR 46(016)
Project Type: Cleaning/Painting Bridges
Letting Date: September 9, 2008

Gentlemen:

This Law Firm represents V.H.P. Enterprises, Inc. ("VHP"), one of the offerors for the above-referenced Bid Proposal. Pursuant to S.C. CODE ANN. § 35-42-10, VHP protests an award of the Contract to Seminole Equipment, Inc. ("Seminole"), following the letting of September 9, 2008, because VHP is the lowest responsive and responsible bidder, not Seminole.

FRAMEWORK FOR EVALUATION OF BIDS

The Procurement Code and Regulations form a part of any contract awarded pursuant to the Code. *See In the Matter of: Cancellation of Award Horry (U.S. 17) Welcome Center Construction State Project U12-9655 – MJ Hance, Inc. v. South Carolina Department of Transportation* (December Posting March 10, 2003) (citing *Unisys Corp. v. South Carolina Budget and Control Board*, 551 S.E.2d 263, 271 (S.C. 2001)). Further, the South Carolina Supreme Court has stated: "We now hold contracts formed pursuant to the Procurement Code are deemed to incorporate the applicable statutory provisions and such provisions shall prevail." *Unisys Corp.*, 551 S.E.2d at 271.

CHARLESTON, SC
CHARLOTTE, NC
MYRTLE BEACH, SC
RALEIGH, NC
SPARTANBURG, SC

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October 1, 2008
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The South Carolina Procurement Code requires that an award must be given to the lowest responsive and responsible bidder. S.C. CODE ANN. § 11-35-1520(10). Additionally, under the S.C. Standard Solicitation Provisions and General Contract Clauses for the South Carolina Department of Transportation the contract for the Project must be awarded to the lowest responsive and responsible bidder. The South Carolina Procurement Code requires that bid proposals are to be evaluated on the basis of the award criteria published in the Request for Proposal, S.C. CODE ANN. § 11-35-1530(5). Seminole was neither responsive nor responsible in its bid on this Project and, accordingly, Seminole's bid should be ignored. VHP's argument that it is the lowest responsive and responsible bidder is premised on the following bases.

SEMINOLE WAS NOT A RESPONSIBLE BIDDER

Seminole should not be awarded this contract because Seminole was not a responsible bidder. Seminole could only be considered a "responsible bidder" under S.C. CODE ANN. § 11-35-1410(6), if Seminole was capable of performing the contract in all respects at bid time. The use of the word "bidder" in that statute makes it clear that the appropriate time for making the inquiry into Seminole's capability to perform the contract is at bid time, not merely at a later time for performance.

By virtue of Special Provision 6, "Contractor Certification," on page 40 of the Special Provisions, the removal of the existing coating from the bridge must be performed by a contractor that holds a Steel Structures Painting Council ("SSPC") "QP2" certification. The contractor certification requirement is as follows:

Contractors performing coating removal on structures containing lead based paints shall be certified to Steel Structures Painting Council QP2, "removal of hazardous paint." A list of currently QP2 qualified contractors or verification of a contractor's QP2 certification status may be obtained by contacting SSPC at 412-687-1113 or by fax: 412-687-1153.

According to records published by SSPC, Seminole's QP2 certification was suspended during the bid process and at the time Seminole submitted its bid. **[See highlighted section of suspension list published at SSPC's website, and which is attached as Exhibit "A".]** The removal of existing lead based coatings from the bridge is incidental to the blast cleaning process required for this Project. Clearly Seminole was not capable of removing the existing lead based coating from the bridge at bid time because Seminole was not certified by SSPC to do so. Accordingly, Seminole was not a responsible bidder.

S.C. CODE ANN. § 11-35-1810(1) provides guidance for the determination of whether a bidder is "responsible" or not. That section requires the State to ascertain the bidder's

responsibility based upon "full disclosure to the procurement officer concerning capacity to meet the terms of the contracts and based upon past record of performance for similar contracts."

By submitting its bid, Seminole falsely certified that it was not "presently . . . suspended . . . from this transaction" [See highlighted section of Required Contract Provisions - Federal-Aid Construction Contracts Section XI (the "Certification Requirements")] Seminole's certification was false because Seminole's QP2 certification was suspended at the time of bid by the SSPC¹, which had exercised its delegated suspension authority. Seminole's false certification and failure to disclose its suspension deprived the State of critical information required to determine whether or not Seminole was a responsible bidder².

The fact that Seminole was not a responsible bidder is not reasonably debatable. First, Seminole did not have the capacity to perform the contract when Seminole submitted its bid, which is a requirement to be a responsible bidder. Second, Seminole's false certification and failure to disclose its SSPC suspension was an attempt to frustrate the State's process for determining whether Seminole was a responsible bidder. Last of all, Seminole's past record on similar projects has been found to be unacceptable by the SSPC, which is the very organization that the State relies on to appraise the ability of contractors engaged to remove existing lead based coatings from bridges.

Accordingly, Seminole was not a responsible bidder and cannot be awarded the contract for this Project under South Carolina's Consolidated Procurement Code or under the terms of the S.C. Standard Solicitation Provisions and General Contract Clauses for the South Carolina Department of Transportation.

SEMINOLE WAS NOT A RESPONSIVE BIDDER

Seminole should not be awarded this contract because Seminole was not a responsive bidder. Seminole could only be considered a "responsive bidder" under S.C. CODE ANN. §11-35-1410(7), if Seminole submitted a bid conforming in all material aspects to the request for bids. The use of the word "bidder" in that statute makes it clear that the appropriate time for making

¹ Section XI(1)(e) of the Certification Requirements refers to the rules implementing Executive Order 12549 for the definition of the term "suspended." Executive Order 12549 was implemented by the United States Department of Transportation in Title 49 CFR Part 29. Section 29.105 of that Part defines "suspension" as "an action taken by a suspending official in accordance with these regulations . . ." The "suspending official" is further designated as the head of a departmental operating administration, **who may further delegate his functions.**

² According to SSPC, it only suspends a contractor's QP certification when it finds "severe" shortcomings in "safety, environmental compliance, quality or service, or ethical practice . . ." [See highlighted section of Exhibit "B".] Clearly, this is a piece of critical information that the State should consider in making its determination of whether or not Seminole was a responsible bidder.

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the inquiry into Seminole's responsiveness is at bid time, not merely at a later time for performance.

It is axiomatic that the removal of lead based coatings by certified contractors is an important public safety issue. The Federal Government has treated certifications going to important public policies, such as affirmative action plans, as matters of responsiveness. *See, Northeast Constr. Co. v. Romney*, 485 F.2d 752 (D.C. Cir. 1973). Seminole's false certification should not be accepted as responsive to the bidder certification requirement because the removal of lead based coatings by unqualified contractors raises important health and safety issues for the people of South Carolina.

Accordingly, Seminole's bid should be rejected as non-responsive.

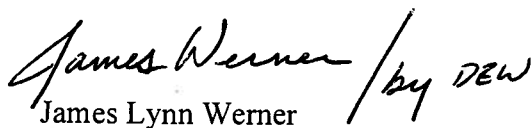
REMEDY REQUESTED

By virtue of South Carolina's Consolidated Procurement Code and the S.C. Standard Solicitation Provisions and General Contract Clauses for the South Carolina Department of Transportation, the contract for this Project must be awarded to the lowest responsible and responsive bidder. VHP was the lowest responsible and responsive bidder, not Seminole, and on that basis VHP believes that it is entitled to be awarded the contract for this Project. VHP requests that it be awarded the contract for this Project within 30 days of the bid date so that VHP can protect itself against cost increases for labor, services, or materials included in its bid.

If you have any questions or wish to schedule a meeting, please do not hesitate to call. VHP values its long association with the State of South Carolina and looks forward to a continued successful relationship.

With kindest regards,

Very truly yours,


James Lynn Werner

JLW:bg

Enclosures



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Disciplinary Actions Against SSPC Certified Contractors

The Disciplinary Action Criteria (DAC) establish procedures and rules for issuing warnings to SSPC certified contractors, putting firms on probation, conducting special unannounced audits, and suspending and revoking certification of contractors when critical faults have been reported and verified. Listed below are recent actions taken against SSPC certified contractors found to be in violation of the DAC or other program requirements.

2008 QP Suspensions

Sentinel Equipment, LLC - SSPC has suspended Sentinel Equipment, LLC's QP1 and QP2 certifications effective August 20, 2008 through September 19, 2008 for inadequate audit evaluation item scores.

Certified Painting Company, Inc. - SSPC has suspended Certified Painting Company, Inc.'s QP1 and QP2 certifications effective July 15, 2008 through August 28, 2008 for inadequate audit evaluation item scores.

Saffo Contractors, Inc. - SSPC has suspended Saffo Contractors, Inc.'s QP1 and QP2 certifications effective March 20, 2008 through April 1, 2008 for inadequate audit evaluation item scores.

RPI Painting, Inc. - SSPC suspended RPI Painting, Inc.'s QP1 and QP2 certifications effective January 4, 2008 through January 11, 2008 for inadequate audit evaluation item scores.

Spencer Painting Company, Inc. - SSPC suspended Spencer Painting Company, Inc.'s QP1 and QP2 certifications effective January 4, 2008 through January 3, 2008 for violation of the Disciplinary Action Criteria (DAC).

Regis Painting Company, Inc. - SSPC has suspended Regis Painting Company, Inc.'s QP1 and QP2 certifications effective October 1, 2007 through January 3, 2008.

Spensier Painting, LLC - SSPC has suspended Spensier Painting's QP1 and QP2 certifications as of March 14, 2007 through February 22, 2008 for inadequate audit evaluation item scores.

B.H. Flowers & Co., Inc. - SSPC suspended B.H. Flowers' QP1 certification effective December 14, 2007 through January 16, 2008 for inadequate audit evaluation item scores.

Gibson & Associates, Inc. - SSPC suspended Gibson & Associates' QP1 and QP2 certifications effective December 13, 2007 through January 15, 2008 for inadequate audit evaluation item scores.

Q.E.D. Systems, Inc. - SSPC suspended Q.E.D. Systems' QP1 certification effective December 13, 2007 through January 10, 2008 for inadequate audit evaluation item scores.

United Eagle Painting Corporation, Tonawanda NY - SSPC has suspended United Eagle Painting Corporation's QP1 & QP2 certifications effective October 26, 2007 through February 25, 2008 for inadequate audit evaluation item scores.

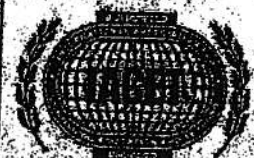
RMI Construction, Inc. - SSPC suspended RMI Construction's QP1 and QP2 certifications effective December 13, 2007 through April 8, 2008 for inadequate audit evaluation item scores.

2007 QP Suspensions

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Certification Program Contacts

For more about SSPC certification programs, please contact our staff:

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Contractor
Mark Johnson
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Owners & Specifiers
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EXHIBIT A

9/23/2008 10:18 AM



DISCIPLINARY ACTION CRITERIA
SSPC QP1, QP2, QP3, QP6, QP8
and any other certification or
supplemental programs for
field contractors or shop applicators

QP 1, 2, 3, 6 & 8 DISCIPLINARY ACTION CRITERIA PAINTING CONTRACTOR CERTIFICATION PROGRAM

I. Introduction

A. Background

At a meeting on March 12, 1996, the Painting Contractor Certification Program (PCCP) Advisory Committee voted to set up a Task Group to draft new Disciplinary Action Criteria (DAC) for certified contractors and procedures for administering disciplinary actions. The committee members felt that new and more stringent Disciplinary Action Criteria and administrative procedures were needed to supplement the annual and unannounced technical audits used prior to the DAC as the sole method for determining whether a contractor obtains and retains certification status.

The Disciplinary Action Criteria and administrative procedures are intended to strengthen the reputation of the PCCP and thus make certification more valuable. Contractors who maintain certification standards benefit from the increased recognition and opportunities that come with being part of a program with high standards.

The Disciplinary Action Criteria and administrative procedures establish procedures and rules for: issuing warnings to certified contractors; putting firms on probation; conducting special unannounced audits; suspending, revoking, or denying certification of contractors about whom critical faults in safety, environmental compliance, quality/service, or ethical practice have been reported and verified.

B. Scope and Use

This procedure defines the process for disciplining contractors for critical faults incurred under the SSPC Contractor Certification Program. This procedure is used by SSPC when a critical fault is suspected. It is also used by contractors to respond to and appeal disciplinary actions assessed by SSPC.

The procedure includes the following topics:

- Definitions of critical faults and disciplinary actions
- Steps in the process
- Enforcement
- Notes

II. Definitions of Critical Faults

General

Critical faults are actions associated with contractor activities, which violate the requirements of the DAC. Critical faults are classified as serious, very serious, severe, and very severe.

A. Types of Critical Faults

1. Serious - A serious fault can result from the following events:

a. Safety

A pattern of substantiated, reliable, unsolicited reports (e.g., published accounts) of safety violations. A pattern is defined, in this instance, as three separate instances in an 18-month period.

b. Environmental

A pattern of substantiated, reliable, unsolicited reports (e.g., published accounts) of environmental compliance violations. A pattern is defined, in this instance, as three separate instances in an 18-month period.

c. Quality of Work/Service

Failure to meet overall project work schedule in the absence of mitigating circumstances, as documented by facility owner or representative.

2. Very Serious - A very serious fault can result from the following events:

a **Safety**

Workers Compensation Experience Modification Interstate Rate (EMR) averaged over a three-year period exceeding 1.10, or a single change in EMR exceeding 1.25 during the same period.

b **Environmental**

Affirmed violations of EPA or state or municipal authority regulations for releases or spills.

c **Quality of Work**

Poor quality coating and related work, as documented by facility owner or representative.

3. Severe - A severe fault can result from the following events:

a **Safety**

A pattern of OSHA citations for serious or willful violations. A "pattern" is defined in this instance as affirmed serious, repeat, or willful violations as a result of three separate, unrelated (see note below) inspections over an 18 month period; or any two affirmed willful violations during an 18 month period.

Note: If a contractor is cited for repeat or willful violations on the same project, citations are considered (by SSPC) to be "unrelated" if the inspection that reveals such violations was conducted on the same job site at least two months after the contractor received written notification of the results from the previous inspection. Citations for compliance violations at other job sites are also considered to be "unrelated." Further, to qualify for a pattern, any affirmed, settled or agreed upon serious or repeat violations must be \geq \$10,000 (USD) in fines paid per inspection.

An affirmed willful OSHA (or an equivalent authority outside the US) violation, resulting from a work site incident.

b **Environmental**

Affirmed environmental violations that expose employees or the public to significant hazards in conjunction with work done on a specific project. An example would include but not be limited to the illegal disposal or storage of hazardous materials.

c **Quality of Work/Service**

Deliberate violations of specification or contract requirements, as documented by facility owner or representative. Documentation may include but is not limited to official correspondence; third party reports; photographs or video; audit reports; inspection reports; performance evaluations; non-conformance reports; and judgements.

d A pattern of substantiated, reliable reports (e.g., failure analysis reports) of quality/service violations. A pattern is defined, in this instance, as three separate instances in an 18-month period.

4. Very Severe - A very severe fault can result from the following events

a **Ethical Practice**

Criminal conviction of the owner, officers, directors or managing agents of the contracting firm or affiliated corporation, company or entity for any felony in connection with operation of the firm or in connection with surface preparation and/or coating application operations, whether the conviction arises by a finding of guilty by a judge or jury, plea of guilty or plea of nolo contendere.

b Criminal conviction of the contracting firm or corporation or affiliated corporation, company or entity in connection with surface preparation and coating application operations, whether the conviction arises by a finding of guilty by a judge or jury, a plea of guilty, or a plea of nolo contendere.

- c Illegal business practices of the contracting firm or corporation or affiliated corporation, company or entity, such as, but not limited to, falsification of certified payroll, or systematic violation of labor or tax laws.
- d A pattern (three separate instances in a 12 month period) of substantiated, reliable, unsolicited reports of ethical practice violations by any representative of the firm's management on a project (e.g., company officer, production supervisor, foreman, superintendent, quality control representative, or safety representative).
- e Fraud, as documented
- f Altering any reports, documents, or test results on a project, as documented by facility owner or representative or qualifying agency
- g Misrepresentation of information required for certification, as documented by qualifying agency.

Note: For purposes of this document, affiliated company is defined as: "A company, corporation, partnership, joint venture, or other business entity operating under a different name than the certified firm, which performs surface preparation or coating application or administrative and other support functions for the certified company; and in which an officer, director, owner, partner or stockholder of the certified firm, a previously certified firm disciplined by SSPC, or the certified firm itself, exercises directly or indirectly (such as through family members) any significant degree of ownership, management or control."

- h Other
Two severe faults in a one year period.

III. Definitions of Disciplinary Actions

A disciplinary action is one taken as a result of confirmation of critical faults under the process described in V. below. The four types of disciplinary action are Warning, Probation, Suspension, and Revocation. They are described below.

Warning - The contractor is notified that critical faults have been reported and have been verified and that additional reports will trigger further disciplinary action. A contractor issued a warning may be subject to one or more unannounced audits at any time after the warning has been made. The first unannounced audit will be done at the contractor's expense. Subsequent unannounced audits during the warning period will be done solely at SSPC's expense. Refusal to submit to an audit or refusal to cooperate with an auditor during any unannounced audit, or refusal to pay expenses, will result in a six-month suspension from the program. If SSPC chooses to conduct an audit, and the audit is passed, a warning may be removed. Otherwise, a warning remains in effect for one year, unless probation, suspension, or revocation of certification supersedes.

Probation - The contractor is notified that multiple critical faults have been reported and have been verified. A contractor put on probation is subject to a mandatory unannounced audit, done at the contractor's expense. If SSPC chooses to audit more than one site, SSPC will bear the cost of additional site audits. Probation ends when the contractor passes the unannounced audit(s). If a contractor is on Probation and fails the unannounced audit, the contractor will immediately be suspended until it can pass a QP 1/QP 3 audit with two or less deficiencies on critical items and/or a QP-2 audit with less than four (4) minor CAR's. The contractor cannot appeal the audit. If the suspension lasts six months, the contractor will have to follow the procedures for reinstatement in "Suspension" below.

NOTE: "Audits" for contractors under "warning" or "probation" are not necessarily limited to audits to certification evaluation checklists items. A mandatory disciplinary related audit can also be in the form of a "special" audit to review business practices or other activities not related directly to the certification audit checklist.

Suspension - The contractor is notified that, based on the SSPC administrator's verification of reported critical faults, its certification will be suspended for a minimum of six months. To be reinstated, the contractor will have to submit a maintenance application and successfully complete an unannounced audit

at the contractor's expense, as well as pay a reinstatement fee equivalent to an initial application administrative fee. If the contractor's certification term runs out during the suspension period, the contractor must reapply for initial certification after the end of the suspension period, pay the required initial application and audit fees as well as reinstatement fee, and submit to an unannounced job site audit during the initial evaluation.

Revocation - The contractor is notified that, based on the SSPC administrator's verification of reported critical faults, its certification will be revoked for a minimum of two years. To be reinstated, the contractor will have to submit an initial application, pass an unannounced audit at the contractor's expense, and pay a reinstatement fee equivalent to the annual administrative fee in addition to the regular initial application fee. The contractor may submit the initial application 45 days prior to the end of the revocation period. Once reinstated, the contractor will be issued certification with the stipulation that the firm will have to pass a follow-up unannounced audit, at the contractor's expense, within the first year of reinstatement, but prior to any planned audit to retain certification status.

IV. Triggers for Disciplinary Actions

Critical faults in safety, environmental compliance, quality/service, or ethical practice will trigger disciplinary action. "Very severe," critical faults will, in general, trigger the harshest disciplinary actions, whereas "serious," faults will trigger milder disciplinary actions. However, the impact of reported critical faults is cumulative, i.e., if many "serious" faults are reported, this will also trigger harsh disciplinary action. And if more than one mild disciplinary action is issued in a given time period (e.g., a year), this will trigger harsher disciplinary actions.

Type of Critical Fault	Disciplinary Action
Serious	Warning
Very Serious	Probation
Severe	Suspension
Very Severe	Revocation

V. Process for Discipline

This section delineates the steps for the discipline process, beginning with first receipt of information by SSPC to resolution. Not every step is required for every contractor undergoing the discipline process. The sequence of steps is as follows:

- A. SSPC receives the initial information or allegation
From public documents, phone calls, written information, or other means of communication, SSPC receives information or allegations that a certified contractor is violating the Disciplinary Action Criteria. This information will be accepted from anonymous sources. The allegation must be supported with enough information in order for SSPC to conduct a preliminary inquiry. Allegations without adequate information will be disregarded.
- B. SSPC conducts a preliminary inquiry
SSPC will attempt to confirm the accuracy of the information. If the allegation cannot be substantiated, it will be disregarded.
- C. SSPC notifies the contractor of suspected critical faults and the violation of the DAC
If SSPC substantiates the allegation, the contractor will be notified in writing that a critical fault has occurred and that SSPC has issued a disciplinary action under the DAC.
- D. Contractor right to appeal impending action
Once the contractor has been notified, the contractor may appeal the decision or action of SSPC. Within 10 working days of official notification of an impending disciplinary action, submit evidence (e.g., settlement documentation; affidavits) to SSPC showing that reported critical faults are incorrect. Failure to appeal within the 10 working day period will result in automatic issuance of the pending disciplinary action.

Each party shall designate an official representative authorized to present the party's interest. Either party may also be represented by counsel or other authorized representative. A party intending to be so represented shall notify the other party of the name and address of the representative/counsel at least five (5) working days prior to the date set for the hearing. When one party decides to have counsel and the other party's counsel is unavailable, this will constitute grounds for postponement of the hearing. Postponement may be invoked by either party, if other than the appointed representative appears at the hearing without prior approval by SSPC.

2. Witnesses

Either party may designate up to two witnesses to present information. The party shall notify the other party at least five working days prior to the hearing date regarding the name, affiliation and purpose of the witness.

F. Record of Proceedings

SSPC will provide a person, not involved in the hearing, to record the proceedings. If the contractor requests a professional stenographic record, the contractor will pay the cost of that service and the production of that record. If the transcript is agreed by the parties to be the official record of the proceeding, it must be produced no later than 30 calendar days after the hearing.

G. Evidence

To expedite the hearing, SSPC will send the panel members all correspondence relevant to the case. This will be done no later than five (5) calendar days before the hearing. The contractor will also be given a copy of the material presented to the panel. If a piece of material is determined to be missing, it will be immediately sent to the panel by the most expeditious manner. The panel may request offers of proof and may reject items deemed to be unreliable, unnecessary or of slight value to the determination of the case. Exhibits may be offered by either party but they must be relevant to the case being heard, as determined by the Panel President.

H. Order of Proceedings

The person agreed upon by both parties shall be designated to be the president of the panel. That person shall facilitate the proceedings with a view toward expediting the resolution of the dispute.

The standard order of the proceedings is as follows. SSPC shall present evidence to support its finding of a violation or violations of the DAC. The contractor shall then present evidence supporting its defense. The arbitration panel may hear witnesses for each party. If there are witnesses, they shall submit to questions or other examination from the panel. The panel has the discretion to vary this procedure but must ensure that each party has been afforded a full and equal opportunity to be heard. In order to expedite the proceedings, the president of the panel may control the order of the proceedings and direct the parties to focus the presentation of their case on the issues at hand.

I. Communication

There shall be no direct communication between the parties and the panel concerning the dispute prior to the hearing unless agreed upon in advance by both parties, in writing.

J. Closing

When satisfied that the presentation of both parties is complete, the president of the panel shall declare the hearing closed. The panel shall render a binding decision by simple majority as soon as possible, preferably that day, but no later than 10 working days after the hearing. As set forth in the DAC, part VI, page 12, item 4, "If the arbitration panel finds for the contractor, the cost of all fees and expenses associated with convening the arbitration panel will be shared equally by the contractor and SSPC. If not, the contractor will be responsible for payment of all fees and expenses."

K. Decisions

All decisions of the panel shall be by majority. The panel may find in favor of the contractor's position; in favor of SSPC's position; or the panel may also decide an alternative action that, in its opinion, maintains the integrity of the program and is fair to all parties. The panel may not render a disciplinary action that exceeds those published in the table in the DAC.

L. Dispute Resolution

The panel shall be the sole and exclusive decision – maker concerning the existence, nature and extent of its jurisdiction over any issue. The certifying agency and contractor mutually agree that the procedures set forth herein shall be the sole and exclusive remedies, procedures or due process available for resolving and settling each, any and all claims, between them, including, but not limited to disputes and controversies related in any way to the contractor's application or continued eligibility for certification with the certifying agency or any of its parents, subsidiaries and/or affiliated companies. The certifying agent and the contractor shall use this dispute resolution procedure exclusively for all claims, and controversies whether arising under or based on the constitution, statutes, ordinances, regulations, rules, orders or common law of the United States or any state or any political subdivision relating to certification. The certifying agency and the contractor mutually agree that the decisions reached in accordance with the procedures set forth above shall be final and binding on all parties and that the parties hereby waive any and all rights to the contrary, including any right to trial by jury, judicial appeal, or the right to proceed in any civil court of law and, any such rights are hereby expressly waived. This agreement is specifically intended, understood and admitted and stipulated to irrevocably and completely change and transfer the former place where the parties' rights will be finally determined. The certifying agency and contractor hereby expressly waive any and all rights to proceed in a court of law with respect to any issues subject to the jurisdiction of the panel and expressly waive any right to appeal any decision of the panel in the court of law.

The certifying agency and contractor acknowledge that they have had sufficient time to review and consider signing this agreement. It is clearly understood that this is a legal document and that any questions or concerns about it should be referred to appropriate legal counsel. The parties specifically intend that all provisions of this procedure and any decision of the panel shall be binding on the heirs, spouses, representatives, attorneys, successors and assigns of the parties hereto. The certifying agency and the contractor expressly agree and understand that the procedures set forth shall be the final decision of the certifying agency with respect to the awarding or continuation of any certification by SSPC, and that SSPC shall make any and all final determinations with respect to any and all issues related to certification by SSPC, subject only to the procedures set forth herein.

VII. Table of Disciplinary Actions

The table below is a guide for Critical Faults and the associated Disciplinary Actions. In this table, the disciplinary actions are listed from left to right in order of increasing severity. The critical faults are listed from top to bottom in order of increasing severity. Please note that, for economy of space, this table contains an abbreviated description of each critical fault. The full description in the text will be used by SSPC for assessment of disciplinary action.

It is recognized that more than one critical fault may be reported at one time, thus the entries in this table show both the number of reports and the total number of critical faults that will trigger each disciplinary action.

It is also recognized that critical faults of different severity may be reported one at a time. If a contractor is reported for two or more critical faults, the higher severity fault(s) will take precedence in determining disciplinary action.

DISCIPLINARY ACTION TABLE				
CRITICAL FAULTS (found in section II.A of the DAC)	WARNING (IV.A)	PROBATION (IV.B)	SUSPEND (IV.C)	REVOKE (IV.D)
SERIOUS <ul style="list-style-type: none"> * A pattern of reports of safety violations * A pattern of reports of environmental compliance violations * Failure to meet overall project work schedule 	2 Reports/ 3 Critical Faults	2 Reports/ 6 Critical Faults	2 Reports/ 9 Critical Faults	N/A
VERY SERIOUS <ul style="list-style-type: none"> * Worker Compensation Experience Modification Rate (EMR) exceed limit * A citation issued by EPA or other authority for releases or spills * Poor Quality Work 	2 Reports/ 2 Critical Faults	2 Reports/ 3 Critical Faults	2 Reports/ 4 Critical Faults	2 Reports/ 6 Critical Faults
SEVERE <ul style="list-style-type: none"> * A pattern of OSHA citations for serious or willful violations * A citation for willful violation issued by OSHA or other authority outside the US, as a result of a work incident * Citations Issued for serious environmental violations * Deliberate violations of specification requirements * A pattern of reports of quality/service violations 	N/A	N/A	1 Report/ 1 Critical Fault	2 Reports/ 2 Critical Faults
VERY SEVERE <ul style="list-style-type: none"> * Criminal conviction of the contracting firm's owner, officers, directors or managing agent for a felony related surface preparation and coating operations * Criminal conviction of the painting firm or corp. or affiliated corp., company or entity in connection with surface preparation and coating application operations, whether the conviction arises by a finding of guilty by a judge or jury, a plea of guilty, * Illegal business practices * A pattern of reports of ethical practice violations * Fraud * Altering any reports, documents, or test results on a project * Misrepresentation of information required for certification * Two severe faults in a one year period 	N/A	N/A	N/A	1 Report/ 1 Critical Fault
MULTIPLE DISCIPLINARY ACTIONS ISSUED		2 WARNINGS in 1 YEAR	2 PROBATIONS in 1 YEAR	3 PROBATIONS in 1 YEAR (or) 2 SUSPENSIONS IN 1 YEAR

NOTE: "Report" = critical faults reported and verified, which have occurred on or in relation to a specific project.

VIII. Enforcement

A. General

The disciplinary action will become effective within two business days of the formal notification to the contractor of the resolution.

B. Notification About Contractors

Listed under each type of disciplinary action are the notifications that SSPC will issue following that disciplinary action:

1. **Warning** - Issued to a certified contractor
 - a. Contractor
 - b. SSPC Administration
 - c. SSPC Auditors
2. **Probation** - Issued to a certified contractor
 - a. Contractor
 - b. SSPC Administration
 - c. SSPC Auditors
 - d. SSPC BOG, PCCP Advisory Committee Chair
 - e. General announcement in JPCL and SSPC Online (web site), without the contractor's name--to show action is being taken.
3. **Suspension** - Issued to a certified contractor
 - a. Contractor
 - b. SSPC Administration
 - c. SSPC Auditors
 - d. "Active" facility owners, i.e., those known by SSPC to be currently engaged in working with the contractor
 - e. SSPC BOG, PCCP Advisory Committee Chair
 - f. JPCL and SSPC Online (web site), identifying contractor.
4. **Revocation** - Issued to a certified contractor
 - a. Contractor
 - b. SSPC Administration
 - c. SSPC Auditors
 - d. "Active" facility owners, i.e., those known by SSPC to be currently engaged in working with the contractor
 - e. SSPC BOG
 - f. JPCL and SSPC Online (web site), identifying contractor.

C. Notification to Owners

SSPC will notify designated owner representatives listed on the job notification form that the owner has selected an SSPC certified contractor for their painting project and request that the representative respond to the enclosed job performance evaluation form (Appendix B).

D. SSPC Review of Performance Evaluation Forms

1. SSPC program staff will review the job performance evaluation forms to determine if any critical faults are being reported.
2. Program staff will review unsolicited or published reports to determine if they contain any critical faults.

Note: For SSPC to issue disciplinary action, a critical fault attributed to a certified contractor must have occurred during the contracting firm's certification term. For initial applicants, critical faults occurring up to 24 months prior to submittal of their application for certification will be considered in determining application status or certification status. SSPC reserves the right to issue disciplinary action for faults that have occurred, but are discovered at a later date. SSPC staff will verify the validity of each reported critical fault.

IX. Special Notes

- A. Job Notifications (field projects)
1. Discovery that a contractor has not submitted a required job notification results in a letter of warning and a minor audit deficiency if discovered during the course of an audit.
 2. Second omission after issuance of a warning or audit deficiency results in probation and issuance of a major or critical item deficiency.
 3. Third omission after issuance of probation results in an automatic 6 month suspension.
 4. Failure to submit a required job notification after a suspension results in revocation for two years at which time contractor must reapply for certification.
- Note: Discovery by SSPC of more than one omission at one time counts as one infraction, for the purposes of this rule.
- Automated Job Notification Form:
<http://www.sspc.org/forms/jobnotification/index.nclk>
- B. All fees and expenses due SSPC as a result of a disciplinary action must be paid by the contracting firm within 30 days of notification. SSPC reserves the right to suspend a firm's certification for non-payment of fees and expenses.
- C. In the event the certified contractor's business is, in whole or in part, sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, any disciplinary actions (warning, probation, suspension or revocation) issued will be transferred to the new business. The intent is to prevent a contracting company from changing its name, reorganizing or otherwise changing to avoid consequences of disciplinary actions assessed.
- D. For initial certification applicants, reported and verified critical faults will be used to determine denial of application for certification, or conditions upon which a contractor can become certified if all other requirements are met.
- E. Certified contractors and applicants are required to submit to SSPC copies of all citations issued to their firm by regulatory agencies for non-compliance with regulations during any stage of a project relating to coating operations. Coating operations include but are not limited to: mobilization and demobilization and clearance operations; rigging, tearing down or moving containment structures or scaffolding and fall protection or fall arrest systems; defect repair, pre-cleaning, surface preparation operations and coating application; and follow up documentation (e.g., settlement agreements; review commission, review panel or legal decisions). Failure to do so can result in assessment of disciplinary action for "misrepresentation of information required for certification."
- F. Criminal conviction of the owner, officers, directors or managing agents of a certified contractor for a felony in connection with operation of the firm or in connection with surface preparation and coating operations being performed under the name of another, as a corporation, a company, partnership or any other business entity, including a joint venture where the owner, officer, director, etc., exercises directly or indirectly any significant degree of ownership, management or control, renders the certified firm subject to disciplinary action under the DAC.
- G. Any representative of the management, including but not limited to an officer, director, superintendent, quality control supervisor, safety director, general manager, or stockholder, or any person who exercises directly or indirectly, including through family members, any degree of ownership, management or control of a contracting or affiliated firm disciplined by SSPC under the DAC, who forms or purchases a new company or who exercises any management or control of a new, existing, or purchased company, or who exercises any degree of ownership of a new, existing, or purchased company, renders the new, existing, or purchased company ineligible for certification while any suspension or revocation of the disciplined company the person was associated with, is in effect. The intent is to ensure that management, representatives or individuals associated with the disciplined firm cannot form or purchase a new company, or exercise any control over an existing company (such as through family members) to avoid disciplinary action.

X. Watch List Clause

A. Purpose of the "Watch List" Clause

The "Watch List" allows the SSPC contractor certification program administrator (PA) to flag actions of SSPC certified or introductory qualified contractors that could result in eventual disciplinary penalties if such actions are later affirmed as a violation of the DAC. The Watch List is intended to be a precursory step before the initial warning phase of the Disciplinary Action process. The DAC is a more formal procedure. The Watch List is also intended to notify the executive management of the contracting firm of a reported allegation or incident so the contractor can take preventive action to get to the root cause of the event and avoid reoccurrence leading to disciplinary action.

If the contractor's executive management fails to respond to the "Watch List" notification within thirty (30) calendar days of the date of the notification, the contractor's certification will be suspended for a minimum of 6 months. Failure to comply with ongoing requests for information in a timely manner as a result of an investigation or watch list action shall also result in a suspension of a minimum of 6 months. Reinstatement of certification after such a suspension would be contingent upon receiving cooperation from the firm on the Watch List.

The names of the firms/companies placed on the Watch List is treated as confidential and is for SSPC staff use only. Being placed on the Watch List does not automatically result in any disciplinary action.

B. Criteria for Placement on the Watch List

The following is a list of reported actions that will trigger an SSPC investigation to determine whether a contractor reaches the threshold for a "Watch List" notification:

- Violation of worker safety and health or environmental regulations as alleged in a newspaper article or through other media outlets. Written complaint (not verbal) from a Facility Owner or authorized representative, who has specified QP Certification in its project specifications, documenting substandard work performance or contract violations
- Serious injury of an employee or other worker under the certified entities direction as a result of an alleged violation of worker safety and health regulations issued by OSHA or equivalent agency. Note: Fatalities are covered separately under section XI.
- An established pattern of "alleged" Repeat, Serious or Willful OSHA (or equivalent agency) worker safety and health violations as described in the DAC Section II, Critical Faults
- Arrest of a person in Management; including but not limited to the President, Vice President, CEO, COO, Safety Director, or Quality Control Supervisor, for alleged civil or criminal charges in connection with a work related incident or action
- Allegations of fraud involving an individual in Management or an owner of the entity.
- Allegations of violations of wage, hourly or other regulations regarding payment of lawful wages, benefits, payroll taxes, etc..
- Allegations of tax evasion or avoidance
- Reports of insolvency (e.g., failure to meet payroll or pay payroll taxes; failure to pay material and equipment suppliers)
- Illegal business practices.

Note: SSPC will only consider documented or otherwise substantiated reports as a trigger for a Watch List investigation.

C. Steps in the Process

1. SSPC receives a report that qualifies for an investigation.
2. SSPC confirms that the report is accurate and that the action or incident is connected to a currently certified SSPC Contractor or currently certified Shop or affiliated entity.

3. SSPC notifies the President/CEO of the Certified Contracting Company or Shop of the report via written correspondence. The letter will include specifics in regard to the source and content of the report. The letter will also ask the company executive to confirm the credibility of the report and add any factual details or extenuating circumstances not contained in the report. The letter will also ask the executive how the company is addressing concerns described in the report, assuming the report has been confirmed.
4. The President/CEO will have thirty (30) days from notification to respond in writing to the SSPC Program Administrator. If the contractor acknowledges that the action cited in the report is accurate, the contractor must tell SSPC what corrective actions they are taking to remedy the problem. The corrective action plan must be accepted by SSPC as a factual and appropriate response to the action/problem.
5. If the written response from the contractor confirms the report and describes appropriate corrective actions to be taken, SSPC will notify the contractor in writing that the response has been received and accepted and that the company will be on the "Watch List," for one (1) year.*
6. SSPC will place a contractor on the Watch List if and only if credible information is received and confirmed that the contractor may not be meeting SSPC contractor certification standards. No disciplinary action is taken unless allegations are affirmed.

After placing contractors on the Watch List, SSPC reserves the right to:

- 1). Further investigate to determine if other similar incidents have been reported and a pattern exists.
- 2). Conduct a special unannounced audit at the contractor's expense, in addition to any regularly scheduled audit, if the confirmed report is related to an operational matter.

D. Removal from the Watch List

Companies will be removed from the Watch List after one (1) year if:

1. no further reports are received concerning the contractor.*
2. the contractor is issued formal disciplinary action as a result of affirmation of a DAC critical fault.
3. the contractor is cleared of alleged violations (e.g., violations are downgraded; formal charges are dropped; the contractor or key management/owners are found not guilty of charges or violations upon completion of any formal due process or other disciplinary arbitration or alternate dispute resolution, etc.).

* *Special Note:* Placement on the Watch List can exceed one year in cases where allegations of wrongdoing are pending legal action or other form of recognized due process such as arbitration or alternate dispute resolution.

XI. Fatalities

Upon notification, SSPC will place any certified contractor who suffers a work-related fatality or fatalities or whose operations cause an additional fatality, on the SSPC PCCP Watch List for a period of one (1) year. A Corrective Action Plan (CAP) shall be developed by the contractor and submitted to SSPC for its review within thirty (30) days of the incident. The CAP shall fully describe the incident, including the events that led to the incident, the root cause, and contributing factors. The contractor shall revise its Environmental, Health, and Safety (EHS) policies, procedures, and work practices as required to prevent future incidents. The contractor must also agree to obtain an independent review and approval of its CAP by a qualified, independent Safety Professional. The CAP must also be reviewed and approved in writing by the President or Chief Executive Officer and the contractor's Safety Manager. All non-public information reported in the CAP will be treated as confidential.

In the event the contractor suffers a second work-related fatality or his or her operations cause an additional fatality, in the thirty-six (36) months since the first fatal incident, SSPC will place the contractor on probation for a period of twelve (12) months.

In the event the contractor suffers or causes a third fatality as a result of a work-related workplace incident in the thirty-six (36) months since the first fatality, SSPC will revoke the contractor's certification for a period of one (1) year, at which time the contractor must reapply for certification.

If it is determined through legal or regulatory proceedings that the contractor or contractor ownership or management acted with gross negligence or performed willful acts that led, contributed, or otherwise caused the fatality, SSPC will revoke the contractor's certification for a period of three (3) years, after which time the contractor must reapply for certification.

Exemptions:

In the event the workplace fatality or fatalities were caused by or a result of acts of terrorism, criminal acts, acts of God, or off site vehicular accidents, or an official investigation by OSHA or Law Enforcement or similar agency shows that the accident was caused by others or a result of actions, such as a pre-existing health-related condition not induced by the workplace, a plant operation; employee negligence or misconduct or other situations that could not be directly controlled by the contractor, such events shall be exempt from consideration for disciplinary action.

Notification Requirements:

Certified contractors who suffer or cause a work-related fatality are required to notify the SSPC Certification Manager or Program Administrator in writing of the fatality within five (5) calendar days of the occurrence of the incident. The notification must include at a minimum: name of deceased person(s); circumstances of the incident; date and location of the incident; and contact information of the facility owner of the work site.

Information requested by SSPC regarding a fatal incident will be treated as confidential.

Failure to Notify:

- Failure to notify SSPC within five (5) calendar days of occurrence results in a Warning
- Failure to notify SSPC within 30 calendar days results in Probation
- Failure to notify SSPC within 60 calendar days results in a One (1) Year Suspension

All the above-stated actions are in addition to the DAC detailed herein.

Appeal:

As with any assessed disciplinary action, any contractor who suffers or whose operations cause a fatality has the right to appeal the issuance of any disciplinary action if it can provide confirmation by an independent authority (e.g. coroner; OSHA investigator; law enforcement official) that the fatality was not the result of a work-related incident or is exempt as covered herein.

If the contractor's appeal is successful, the contractor will not be charged with a "fatality" critical fault.

SSPC CERTIFIED CONTRACTOR PERFORMANCE EVALUATION FORM

Please evaluate the contractor for your project only:

Project No. _____ Dates on Site _____ through _____

Name of Contractor _____

Contractor Representative on Job _____

I. Safety

- | | | |
|--|---|--|
| • Contractor meets safety requirements of OSHA or other public agencies and has good safety practices without constant owner reminder. | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |
| • Contractor has had a single change in EMR exceeding 1.25 or has 3-year average EMR >1.10 (EMR issued by their insurance company). | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |
| • Reports have been issued by public agencies on safety violations of the contractor. If yes, explain. | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |
| • Contractor has received a citation for a serious or willful violation from OSHA or from an equivalent authority outside the US as a result of a work incident. If yes, explain | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |
| • Contractor has to be informed by the owner of potential safety hazards/ violations | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |

II. Environmental Compliance

- | | | |
|--|---|--|
| • Contractor meets environmental compliance requirements, follows lead, health and safety plan, and containment plan. | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |
| • Contractor has received a citation from EPA or other environmental agency If yes, explain. | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |
| • Contractor has received a citation for a serious environmental violation, such as illegal disposal of hazardous materials. If yes, explain | Yes <input type="checkbox"/>
Usually <input type="checkbox"/>
Usually Not <input type="checkbox"/>
No <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____

_____ |
| • Contractor is frequently advised by the owner of potential violations and requests | Yes <input type="checkbox"/>
Usually <input type="checkbox"/> | Unsure <input type="checkbox"/>
Describe: _____ |

for adjustments in field operations in order
to comply with requirements/regulations.

Usually Not
No

☐
☐

III. Quality of Work/Service

• Contractor meets quality/service requirements by complying with specs and good painting practices without constant reminder by the owner.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor has deliberately violated specification requirements.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor's work is of poor quality.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor demonstrates ability to manage work force and communicates with owner when necessary.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor meets overall project work schedule and has necessary manpower and equipment to perform the work.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Reports have been issued of quality/service violations by the contractor.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor's work requires close inspection to insure acceptable performance.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor has satisfactory quality assurance records.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____

IV. Ethical Practice

• Contractor meets ethical practice requirements.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor has committed fraud.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____

• Contractor has altered reports, documents, or test results.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor (owner, officers, etc.) has been convicted for a felony related to surface preparation and coatings operations of the business.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor has engaged in illegal business practices, such as falsification of certified payroll, or systematic violation of labor or tax laws.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Reports have been issued of ethical practice violations by the contractor.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Contractor completed work on time and within specifications.	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Would you recommend this contractor to other owners?	Yes <input type="checkbox"/> Usually <input type="checkbox"/> Usually Not <input type="checkbox"/> No <input type="checkbox"/>	Unsure <input type="checkbox"/> Describe: _____ _____ _____
• Owner's rating of contractor at end of season or completion of work	Excellent <input type="checkbox"/> Good <input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable <input type="checkbox"/>	

Comments: _____

Thank you for your cooperation and support. SSPC will follow up on areas found to be deficient.

Print Name _____

Print Title _____

Date _____

Signature _____

Dear Facility Owner/Specifier/General Contractor:

SSPC wishes to congratulate you on selecting an SSPC Certified Contractor for your coatings project. The certification program has been designed to provide the owner/specifier or general contractor with confidence that the contractor selected meets SSPC's standards for quality, service, safety, and ethical practice.

In order to maintain the program's high standards, we have established a system to constantly evaluate the performance of SSPC Certified Contractors. As part of this effort, we have attached an evaluation form in which we ask you to assess the contractor's performance related to what we consider potential "critical performance criteria." We ask that you be fair and objective when answering each question. SSPC will take the utmost care to treat your response as confidential and will follow up where necessary.

Thank you for your cooperation and interest in the Painting Contractor Certification Program. We welcome any comments you have on our program.

APPENDIX A DESIGN AND CONSTRUCTION DOCUMENTS AND FORMS DESIGN-BID-BUILD

AUTHORITY:

SC Code § 11-35-2010 (2) provides that the Chief Procurement Officer may adopt contracting documents for use in procurement of design and construction services.

SC Code § 11-35-3040 Permits state construction contracts to include provisions for adjustments in prices, time of performance, and appropriate remedies for delay or non-performance, termination for default, and termination for convenience.

SC Reg. 19-445.2145(E) sets forth-mandatory contract document for use on design-bid-build projects.

A.1.1 PROFESSIONAL SERVICES

A. LAND SURVEYOR CONTRACT: The agency may use a letter contract written for each individual project. OSE must approve the format and description of services.

B. ARCHITECT ENGINEER:

1. **CONTRACTS GREATER THAN \$25,000:** The agency must use AIA Document B151 - 1997, with Article 12, Other Conditions or Services as prepared by the State Engineer and Article 13 prepared by the agency or Architect-Engineer.

2. **CONTRACTS FOR \$25,000 OR LESS:** The agency may use a letter contract written for each individual project.

3. **ARCHITECT ENGINEER/CONSTRUCTION MANAGEMENT AGENCY:** For the Architect-Engineer, the agency may use B141/CM, with Article 15 prepared by the State Engineer and Article 16 prepared by the agency or Architect-Engineer. For the managers, it may use AIA Document B801, with Article 16 prepared by the State Engineer and Article 17 prepared by the agency or construction manager.

4. **FORMS FOR USE IN PROCURING AND ADMINISTERING PROFESSIONAL SERVICES:** The Agency should use the following OSE Forms:

- SE-210, Invitation for Professional Services
- SE-212, Notification of Selection for Interview
- SE-214, Conflict of Interest & Confidentiality Certification
- SE-215, Architect/Engineer Evaluation
- SE-217, Architect/Engineer Selection Committee Summary
- SE-219, Notification of Selection for Contract Negotiation
- SE-220, Professional Services Selection Approval Request
- SE-230, Transmittal of Small Professional Service Contract
- SE-260, Request for Authority to Amend a Professional Services Contract
- SE-271, Design Documents Transmittal Form
- Article 12 – Other Conditions or Services (OSE Modifications to AIA Document B151-1997)

A.1.2 CONSTRUCTION CONTRACTOR:

A. CONTRACTS GREATER THAN \$50,000: The Agency must use the following:

1. Instructions to Bidders: AIA Document A701, with 00201-OSE Standard Supplemental Instructions to Bidders. The Agency may insert additional supplemental instructions into Article 9 of 00201-OSE.
2. Contract for Construction: AIA Document A101 - 1997 with 00501-OSE Standard Modifications to AIA A101 - 1997.
3. General Conditions of the Contract for Construction: AIA Document A201-1997 or AIA A201/CMA (Construction Management Agency), with 00811-OSE Standard Supplementary Conditions. The Agency may insert additional supplemental conditions into Article 15 of 00811-OSE.
4. Forms for construction procurement and administration:

a. OSE Forms

SE-310, Invitation for Construction Bids
00201-OSE Standard Supplemental Instructions to Bidders
SE-330, Bid Form
Income Tax Credit
00501-OSE Standard Modifications to AIA A101-1997
00811-OSE Standard Supplementary Conditions
SE-335, Bid Bond
SE-355, Performance Bond
SE-357, Labor & Material Payment Bond
SE-370, Notice of Intent to Award
SE-380, Request for Authority to Execute a Construction Contract
SE-390, Notice to Proceed
SE-480, Construction Change Order

b. AIA Forms (optional OSE forms set forth in A.1.5 below may be used at the Agency's option in lieu of applicable AIA forms by setting forth the which forms will be used in Article 15 of 00811-OSE):

G702-1992, Application and Certificate for Payment
G703-1992, Continuation Sheet *(for application for payment)*
G704-2000, Certificate of Substantial Completion
G706-1994, Contractor's Affidavit of Payment of Debts and Claims
G707-1994, Consent of Surety to Final Payment
G714-2001, Construction Change Directive
G715-1991, Instruction Sheet and Attachment for ACORD Certificate of Insurance

A.1.3 REQUIRED OSE PERMITS AND CERTIFICATES: The Agency must use the following OSE Forms:

SE-385, Building Permit
SE-590, Certificate of Occupancy
SE-900, Application for Permit to Develop in a Flood Hazard Area *(only required when developing in a flood hazard area)*
SE-901, Permit to Develop in a Flood Hazard Area *(only required when developing in a flood hazard area)*

A.1.4 SOLE SOURCE & EMERGENCY PROCUREMENTS: The Agency must use the following OSE Forms:

OSE/MMO #102, Justification for Sole Source Procurement
OSE/MMO #103, Justification for Emergency Procurement

A.1.5 OPTIONAL OSE FORMS

A. PROFESSIONAL SERVICES (an Agency planning to use these optional forms in its contract administration should so state in Article 13 to AIA Document B151-1997).

- SE-250, A/E Payment Request
- SE-290, A/E Performance Evaluation
- SE-295, Assessment of Damages – Professional Services Contract
- SE-712, Agreements for Gifts in the Form of A/E Services

B. CONSTRUCTION CONTRACTOR (an Agency planning to use optional contract administration forms in its contract administration should so state in Article 15 of 00811-OSE).

- SE-311, Request for Minor Construction Quotes
- SE-331, Quote Form
- SE-350, Questionnaire for Contractors
- SE-405, Substantial Completion Agreement
- SE-420, Construction Change Directive
- SE-470, Notice of Claim
- SE-490, Assessment of Contract Liquidated Damages
- SE-495, Contractor Performance Review
- SE-550C, Request for Substantial Completion, Contractor
- SE-550A, Certificate of Substantial Completion, A/E
- SE-560C, Certificate of Final Completion by Contractor
- SE-710, Agreement for Gifts in the Form of Construction

OSE FORMS

**Design-Bid-Build
In Alpha-Numeric Order**

S.C. STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES FOR THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

THE BELOW LISTED STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES WILL NO LONGER BE PRINTED IN FULL TEXT IN SOLICITATIONS ISSUED BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, BUT WILL BE INCORPORATED BY REFERENCE AS SHOWN HEREIN.

PLEASE RETAIN THIS COPY FOR FUTURE BIDDING

OTHER IMPORTANT CHANGES TAKING PLACE IN THE BID PROCESS ARE THAT THE AFFIDAVITS FOR THE RESIDENT VENDOR AND THE SC/US MADE, MANUFACTURED OR GROWN END-PRODUCT PREFERENCES WILL NO LONGER BE USED IN SOLICITATIONS ISSUED BY THIS OFFICE. THE RESIDENT VENDOR PREFERENCE WILL ONLY REQUIRE THE INITIALS OF THE PERSON SIGNING THE BID TO BE VALID, AND THE SC/US PREFERENCE WILL ONLY REQUIRE SIGNING THE BID AND CHECKING THE APPROPRIATE SPACE (S) PROVIDED IN THE BID PRICING SCHEDULE TO BE VALID.

STANDARD SOLICITATION PROVISIONS

NOTIFICATION OF CONTRACT AWARD: THE ONLY WAY FOR A RESPONDENT TO RECEIVE A NOTIFICATION OF CONTRACT AWARD FOR AN AWARD LESS THAN \$50,000 IS TO INCLUDE A SELF-ADDRESSED STAMPED ENVELOPE WITH THE RESPONSE TO THIS SOLICITATION. FOR ANY AWARD GREATER THAN \$50,000 AN INTENT TO AWARD STATEMENT WILL BE MAILED EACH RESPONDENT TO THE SAME ADDRESS THAT THE SOLICITATION WAS MAILED. A NO BID RESPONSE WILL NOT RECEIVE THE STATEMENT.

DISCUSSIONS/NEGOTIATIONS: BY SUBMISSION OF A BID, VENDOR AGREES THAT DURING THE PERIOD FOLLOWING ISSUANCE OF A BID AND PRIOR TO NOTIFICATION OF INTENT AND/OR AWARD OF CONTRACT, VENDOR SHALL NOT DISCUSS THIS PROCUREMENT WITH ANY PARTY EXCEPT MEMBERS OF THE SCDOT PROCUREMENT DIVISION OR OTHER PARTIES DESIGNATED IN THIS SOLICITATION. VENDOR SHALL NOT DISCUSS OR ATTEMPT TO NEGOTIATE WITH THE REQUESTOR ANY ASPECTS OF THE PROCUREMENT WITHOUT PRIOR APPROVAL OF THE SCDOT BUYER RESPONSIBLE FOR THE PROCUREMENT.

INSTRUCTIONS TO BIDDERS

ONLY ONE COPY OF THE BID IS REQUIRED UNLESS SPECIFIED ELSEWHERE HEREIN

BIDS, AMENDMENTS THERETO OR WITHDRAWAL REQUEST MUST BE RECEIVED BY THE TIME ADVERTISED FOR BID OPENING TO BE TIMELY FILED. IT IS THE VENDOR'S SOLE RESPONSIBILITY TO INSURE THAT THESE DOCUMENTS ARE RECEIVED BY THE PERSON (OR OFFICE) AT THE TIME INDICATED IN THE SOLICITATION DOCUMENT. ANY WITHDRAWAL REQUEST RECEIVED AFTER TIME OF OPENING SHALL BE GOVERNED BY REGULATION 19-445.2085.

WHEN SPECIFICATIONS OR DESCRIPTIVE LITERATURE ARE SUBMITTED WITH YOUR INVITATION FOR BID, ENTER BIDDER'S NAME THEREON.

SUBMIT YOUR SIGNED BID ON THIS FORM. SHOW BID NUMBER ON ENVELOPE AS INSTRUCTED. THE STATE OF SOUTH CAROLINA ASSUMES NO RESPONSIBILITY FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES. ALL ENVELOPES RECEIVED SHOWING A BID NUMBER ARE PLACED DIRECTLY UNDER LOCKED SECURITY UNTIL THE DATE AND TIME OF OPENING. DO NOT INCLUDE MORE THAN ONE BID INVITATION PER ENVELOPE. IF DIRECTING ANY OTHER CORRESPONDENCE ADDRESS THE ENVELOPE TO THE PROCUREMENT OFFICER, BUT DO NOT INCLUDE THE BID NUMBER ON THIS ENVELOPE SINCE IT DOES NOT INCLUDE YOUR BID.

BIDDERS MUST CLEARLY MARK AS "CONFIDENTIAL" EACH PART OF THEIR BID WHICH THEY CONSIDER TO BE PROPRIETARY INFORMATION THAT COULD BE EXEMPT FROM DISCLOSURE UNDER SECTION 30-4-40, CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (FREEDOM OF INFORMATION ACT). IF ANY PART IS DESIGNATED AS CONFIDENTIAL, THERE MUST BE ATTACHED TO THAT PART AN EXPLANATION OF HOW THIS INFORMATION FITS WITHIN ONE OR MORE CATEGORIES LISTED IN SECTION 30-4-40. THE STATE RESERVES THE RIGHT TO DETERMINE WHETHER THIS INFORMATION SHOULD BE EXEMPT FROM DISCLOSURE AND NO LEGAL ACTION MAY BE BROUGHT AGAINST THE STATE OR ITS AGENTS FOR ITS DETERMINATION IN THIS REGARD.

BY SUBMISSION OF A BID, YOU ARE GUARANTEEING THAT ALL GOODS AND/OR SERVICES MEET THE REQUIREMENTS OF THE BID DURING THE CONTRACT PERIOD.

TIE BIDS WILL BE RESOLVED AS OUTLINED IN SECTION 11-35-1520(9) OF THE SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE.

DO NOT INCLUDE ANY TAXES IN THE BID PRICE SHOWN THAT THE STATE MAY BE REQUIRED TO PAY. UPON SUBMISSION OF A BID BY A STATE AGENCY, THE PROCUREMENT OFFICER WILL COMPUTE A 5% SALES/USE TAX TO THE NON-STATE AGENCY BIDS WHEN APPLICABLE (SERVICE/LABOR EXCLUDED) IN DETERMINING THE LOW BIDDER. THIS PROCEDURE IS NECESSARY BY S.C. TAX COMMISSION SALES AND USE TAX REGULATION 117-174-.95.

BID REJECTION/CANCELLATION: THE STATE OF SOUTH CAROLINA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO CANCEL THE SOLICITATION.

UNIT PRICE GOVERNING: UNIT PRICES WILL GOVERN OVER EXTENDED PRICES UNLESS OTHERWISE STATED IN BID INVITATION.

BIDDERS QUALIFICATION: BIDDERS MUST, UPON REQUEST OF THE STATE, FURNISH SATISFACTORY EVIDENCE OF THEIR ABILITY TO FURNISH PRODUCTS OR SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THESE SPECIFICATIONS. THE SCDOT PROCUREMENT DIVISION RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO THE BIDDER'S ABILITY TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED HEREIN.

SOLICITATION AMENDMENTS: ALL AMENDMENTS TO AND INTERPRETATIONS OF THE SOLICITATION SHALL BE IN WRITING FROM THE SCDOT PROCUREMENT DIVISION. THE PROCUREMENT OFFICER SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT OR INTERPRETATION THAT IS NOT IN WRITING.

BIDDERS RESPONSIBILITY: EACH BIDDER SHALL FULLY ACQUAINT HIMSELF WITH CONDITIONS RELATING TO THE SCOPE AND RESTRICTIONS ATTENDING THE EXECUTION OF THE WORK UNDER THE CONDITIONS OF THIS BID. IT IS EXPECTED THAT THIS WILL SOMETIMES REQUIRE ON-SITE OBSERVATION. THE FAILURE OR OMISSION OF A BIDDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS SHALL IN NO WAY RELIEVE HIM OF ANY OBLIGATION WITH RESPECT TO THIS BID OR TO THE CONTRACT.

DEBARMENTS/SUSPENSION: BY SUBMISSION OF A RESPONSE TO THIS SOLICITATION, BIDDERS ARE CERTIFYING IT IS NOT SUSPENDED OR DEBARRED FROM DOING BUSINESS WITH ANY OTHER GOVERNMENTAL ENTITY.

RISK OF LOSS: THE CONTRACTOR SHALL ASSUME ALL RISK OF LOSS, AND SHALL MAINTAIN INSURANCE COVERAGE ON ALL ITEMS INSTALLED, UP TO THE TIME OF FINAL ACCEPTANCE.

AWARD CRITERIA: THE AWARD SHALL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER(S) WHOSE BID MEETS THE REQUIREMENTS AND CRITERIA SET FORTH IN THE INVITATION FOR BID.

REJECTION: THE STATE RESERVES THE RIGHT TO REJECT ANY BID THAT CONTAINS PRICES FOR INDIVIDUAL ITEMS OR SERVICES THAT ARE UNREASONABLE WHEN COMPARED TO THE SAME OR OTHER BIDS IF SUCH ACTION IS IN THE BEST INTEREST OF THE STATE.

COMPETITION: THIS SOLICITATION IS INTENDED TO PROMOTE COMPETITION. IF THE LANGUAGE, SPECIFICATIONS, TERMS AND CONDITIONS, OR ANY COMBINATION THEREOF RESTRICTS OR LIMITS THE REQUIREMENTS IN THIS SOLICITATION TO A SINGLE SOURCE, IT SHALL BE THE RESPONSIBILITY OF THE INTERESTED VENDOR TO NOTIFY THE SCDOT PROCUREMENT DIVISION IN WRITING SO AS TO BE RECEIVED FIVE (5) DAYS PRIOR TO THE OPENING DATE. THE SOLICITATION MAY OR MAY NOT BE CHANGED BUT A REVIEW OF SUCH NOTIFICATION WILL BE MADE PRIOR TO AWARD.

WAIVER: THE STATE RESERVES THE RIGHT TO WAIVE ANY INSTRUCTION TO BIDDERS, GENERAL OR SPECIAL PROVISION, GENERAL OR SPECIAL CONDITION, OR SPECIFICATIONS DEVIATION IN ACCORDANCE WITH THE AUTHORITY PROVIDED IN REGULATION 11-35-1520(13).

ORDER OF PRECEDENCE: IN THE EVENT OF INCONSISTENCY BETWEEN PROVISIONS OF THIS SOLICITATION, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PRECEDENCE IN THE FOLLOWING ORDER: (A) BID PRICING SCHEDULE, (B) BID SPECIFICATIONS, (C) STANDARD SOLICITATION PROVISIONS/GENERAL CONTRACT CLAUSES, WHETHER INCORPORATED BY REFERENCE OR OTHERWISE, (D) SPECIAL SOLICITATION PROVISIONS/SPECIAL CONTRACT CLAUSES AND (E) INSTRUCTIONS TO BIDDERS.

CORRECTION OF ERRORS ON THIS BID FORM: ALL PRICES AND NOTATIONS SHOULD BE PRINTED IN INK OR TYPEWRITTEN. ERRORS SHOULD BE CROSSED OUT, CORRECTIONS ENTERED AND INITIALED BY THE PERSON SIGNING THE BID. ERASURES OR USE OF TYPEWRITER CORRECTION FLUID MAY BE CAUSE FOR REJECTION. NO BID SHALL BE ALTERED OR AMENDED AFTER SPECIFIED TIME FOR OPENING.

PURCHASING LIABILITY: THE SCDOT PROCUREMENT DIVISION IS ACTING UNDER THE AUTHORITY GIVEN TO IT IN THE CONSOLIDATED PROCUREMENT CODE TO PROCURE CONTRACTS ON BEHALF OF THE STATE AND ACTS ONLY AS THEIR AGENT IN THIS RESPECT. THE RESULTING CONTRACT IS BETWEEN SCDOT AND THE SUCCESSFUL VENDOR AND THE SCDOT PROCUREMENT DIVISION BEARS NO LIABILITY FOR ANY DAMAGES THAT ANY PARTY MAY INCUR IN THE EXECUTION OR ENFORCEMENT OF THE CONTRACT.

TAX CREDIT AVAILABILITY: CONTRACTORS INTERESTED IN INCOME TAX CREDIT AVAILABILITY BY SUBCONTRACTING WITH CERTIFIED MINORITY FIRMS SHOULD CONTACT THE OFFICE OF SMALL AND MINORITY BUSINESS ASSISTANCE, 1205 PENDLETON STREET, COLUMBIA, SC 29201 (803) 734-0562.

INDEMNIFICATION: THE STATE OF SOUTH CAROLINA, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL BE HELD HARMLESS FROM LIABILITY FROM ANY CLAIMS, DAMAGES, AND ACTIONS OF ANY NATURE ARISING FROM THE USE OF ANY MATERIALS FURNISHED BY THE CONTRACTOR, PROVIDED THAT SUCH LIABILITY IS NOT ATTRIBUTABLE TO NEGLIGENCE ON THE PART OF SCDOT OR FAILURE OF SCDOT TO USE THE MATERIALS IN THE MANNER OUTLINED BY THE CONTRACTOR IN DESCRIPTIVE LITERATURE OR SPECIFICATIONS SUBMITTED WITH THE CONTRACTOR'S PROPOSAL.

RECORDS RETENTION & RIGHT TO AUDIT: THE STATE SHALL HAVE THE RIGHT TO AUDIT THE BOOKS AND RECORDS OF THE CONTRACTOR AS THEY PERTAIN TO THIS CONTRACT, BOTH INDEPENDENT OF, AND PURSUANT TO, S.C. CODE SECTION 11-35-2220. SUCH BOOKS AND RECORDS SHALL BE MAINTAINED FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF FINAL PAYMENT UNDER THE CONTRACT.

THE STATE MAY CONDUCT, OR HAVE CONDUCTED, PERFORMANCE AUDITS OF THE CONTRACTOR. THE STATE MAY CONDUCT, OR HAVE CONDUCTED, AUDITS OF SPECIFIC REQUIREMENTS OF THIS BID AS DETERMINED NECESSARY BY THE STATE.

PERTAINING TO ALL AUDITS, CONTRACTOR SHALL MAKE AVAILABLE TO THE STATE ACCESS TO ITS COMPUTER FILES CONTAINING THE HISTORY OF CONTRACT PERFORMANCE AND ALL OTHER DOCUMENTS RELATED TO THE AUDIT. ADDITIONALLY, ANY SOFTWARE USED BY THE CONTRACTOR SHALL BE MADE AVAILABLE FOR AUDITING PURPOSES AT NO COST TO THE STATE.

DISCUSSION WITH BIDDERS: DISCUSSION MAY BE CONDUCTED WITH APPARENT RESPONSIVE BIDDERS FOR THE PURPOSE OF CLARIFICATION TO ASSURE FULL UNDERSTANDING OF THE REQUIREMENTS OF THE INVITATION FOR BIDS.

GENERAL CONTRACT CLAUSES

DEFAULT: IN CASE OF DEFAULT BY THE CONTRACTOR, SCDOT RESERVES THE RIGHT TO PURCHASE ANY OR ALL ITEMS IN DEFAULT IN THE OPEN MARKET, CHARGING THE CONTRACTOR WITH ANY ADDITIONAL COSTS. THE DEFAULTING CONTRACTOR SHALL NOT BE CONSIDERED A RESPONSIBLE BIDDER UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

NON-APPROPRIATIONS: ANY CONTRACT ENTERED INTO BY SCDOT RESULTING FROM THIS BID INVITATION SHALL BE SUBJECT TO CANCELLATION WITHOUT DAMAGES OR FURTHER OBLIGATION WHEN FUNDS ARE NOT APPROPRIATED OR OTHERWISE MADE AVAILABLE TO SUPPORT CONTINUATION OF PERFORMANCE IN A SUBSEQUENT FISCAL PERIOD OR APPROPRIATED YEAR.

CONTRACT ADMINISTRATION: QUESTIONS OR PROBLEMS ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE SCDOT PROCUREMENT DIVISION, PO BOX 191, COLUMBIA, SOUTH CAROLINA 29202.

FORCE MAJURE: THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS IF THE FAILURE TO PERFORM THE CONTRACT ARISES OUT OF CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. SUCH CAUSES MAY INCLUDE, BUT ARE NOT RESTRICTED TO ACTS OF GOD OR OF THE PUBLIC ENEMY, ACTS OF THE GOVERNMENT IN EITHER ITS SOVEREIGN OR CONTRACTUAL CAPACITY, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, AND UNUSUALLY SEVERE WEATHER BUT IN EVERY CASE THE FAILURE TO PERFORM MUST BE BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. IF THE FAILURE TO PERFORM IS CAUSED BY DEFAULT OF A SUBCONTRACTOR, AND IF SUCH DEFAULT ARISES OUT OF CAUSES BEYOND THE CONTROL OF BOTH THE CONTRACTOR AND SUBCONTRACTOR, AND WITHOUT THE FAULT OR NEGLIGENCE OF EITHER OF THEM, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY EXCESS COSTS FOR FAILURE TO PERFORM, UNLESS THE SUPPLIES OR SERVICES TO BE FURNISHED BY THE SUBCONTRACTOR WERE OBTAINABLE FROM OTHER SOURCES IN SUFFICIENT TIME TO PERMIT THE CONTRACTOR TO MEET REQUIRED DELIVERY SCHEDULE.

SAVE HARMLESS: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). THE SUCCESSFUL BIDDER SHALL INDEMNIFY AND SAVE HARMLESS SCDOT, ITS AGENTS, AND EMPLOYEES, FROM ALL SUITS OR CLAIMS OF ANY CHARACTER BROUGHT BY REASON OF INFRINGING ON ANY PATENT, TRADE MARK OR COPYRIGHT. BIDDER SHALL HAVE NO LIABILITY TO THE STATE IF SUCH PATENT; TRADE MARK OR COPYRIGHT INFRINGEMENT OR CLAIM IS BASED UPON THE BIDDER'S USE OF MATERIAL FURNISHED TO THE BIDDER BY THE STATE.

PUBLICITY RELEASES: CONTRACTOR AGREES NOT TO REFER TO AWARD OF THIS CONTRACT IN COMMERCIAL ADVERTISING IN SUCH A MANNER AS TO STATE OR IMPLY THAT THE PRODUCTS OR SERVICES PROVIDED ARE ENDORSED OR PREFERRED BY THE USER.

QUALITY OF PRODUCT: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). UNLESS OTHERWISE INDICATED IN THIS BID IT IS UNDERSTOOD AND AGREED THAT ANY ITEM OFFERED OR SHIPPED ON THIS BID SHALL BE NEW AND IN FIRST CLASS CONDITION, THAT ALL CONTAINERS SHALL BE NEW AND SUITABLE FOR STORAGE OR SHIPMENT, AND THAT PRICES INCLUDE STANDARD COMMERCIAL PACKAGING. FOR INFORMATION TECHNOLOGY PROCUREMENTS AS DEFINED IN 11-35-310 OF THE PROCUREMENT CODE, IF ITEMS THAT ARE OTHER THAN NEW (I.E. REMANUFACTURED OR REFURBISHED) ARE DESIRED TO BE BID, THE BIDDER MUST OBTAIN WRITTEN PERMISSION TO BID SUCH ITEMS AT LEAST 5 DAYS IN ADVANCE OF BID OPENING FROM THE PERSON TO WHOM INQUIRIES ARE TO BE DIRECTED AS LISTED ON THE FRONT PAGE OF THE INVITATION FOR BID.

SOUTH CAROLINA GOVERNING LAW CLAUSE: THE AGREEMENT AND ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING TO THE AGREEMENT SHALL, IN ALL RESPECTS, BE INTERPRETED, CONSTRUED, ENFORCED AND GOVERNED BY AND UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA. ALL DISPUTES, CLAIMS, OR CONTROVERSIES RELATING TO THE AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY THE APPROPRIATE CHIEF PROCUREMENT OFFICER IN ACCORDANCE WITH TITLE 11, CHAPTER 35, ARTICLE 17 OF THE SOUTH CAROLINA CODE OF LAWS, OR IN THE ABSENCE OF JURISDICTION, ONLY IN THE COURT OF COSCDOTN PLEAS FOR, OR A FEDERAL COURT LOCATED IN, RICHLAND COUNTY, STATE OF SOUTH CAROLINA. CONTRACTOR AGREES THAT ANY ACT BY THE GOVERNMENT REGARDING THE AGREEMENT IS NOT A WAIVER OF EITHER THE GOVERNMENT'S SOVEREIGN IMMUNITY OR THE GOVERNMENT'S IMMUNITY UNDER THE ELEVENTH AMENDMENT OF THE UNITED STATE'S CONSTITUTION. AS USED IN THIS PARAGRAPH, THE TERM "AGREEMENT" MEANS ANY TRANSACTION OR AGREEMENT ARISING OUT OF, RELATING TO, OR CONTEMPLATED BY THE SOLICITATION.

TERMINATION: SUBJECT TO THE CONDITIONS BELOW, THE CONTRACT MAY BE TERMINATED FOR ANY REASON BY THE SCDOT PROCUREMENT DIVISION PROVIDING A 30 DAY ADVANCE NOTICE IN WRITING IS GIVEN TO THE CONTRACTOR.

FOR CONVENIENCE - IN THE EVENT THAT THIS CONTRACT IS TERMINATED OR CANCELED UPON REQUEST AND FOR THE CONVENIENCE OF SCDOT WITHOUT THE REQUIRED THIRTY (30) DAYS ADVANCE WRITTEN NOTICE, THEN THE STATE MAY NEGOTIATE REASONABLE TERMINATION COSTS, IF APPLICABLE.

FOR CAUSE - TERMINATION BY THE STATE FOR CAUSE, DEFAULT OR NEGLIGENCE ON THE PART OF THE CONTRACTOR SHALL BE EXCLUDED FROM THE FOREGOING CONDITIONS; TERMINATION COSTS, IF ANY, SHALL NOT APPLY. THE THIRTY (30) DAYS ADVANCE NOTICE REQUIREMENT IS WAIVED AND THE DEFAULT CLAUSE IN THIS BID SHALL APPLY. (SEE CLAUSE NO. 1)

ASSIGNMENT: NO CONTRACT OR ITS PROVISIONS MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE SCDOT PROCUREMENT DIVISION.

AFFIRMATIVE ACTION: THE SUCCESSFUL BIDDER WILL TAKE AFFIRMATIVE ACTION IN COMPLYING WITH ALL FEDERAL AND STATE REQUIREMENTS CONCERNING FAIR EMPLOYMENT AND EMPLOYMENT OF THE HANDICAPPED, AND CONCERNING THE TREATMENT OF ALL EMPLOYEES, WITHOUT REGARD OR DISCRIMINATION BY REASON OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN OR PHYSICAL HANDICAP. THE FOLLOWING ARE INCORPORATED HEREIN BY REFERENCE: 41 C.F.R. 60-1.4, 60-250.4 AND 60-741.4.

ITEM SUBSTITUTION: (THIS CLAUSE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). NO SUBSTITUTES WILL BE ALLOWED ON PURCHASE ORDERS ISSUED BY SCDOT DISTRICTS WITHOUT PERMISSION FROM THE SCDOT PROCUREMENT DIVISION.

RESTRICTIONS/LIMITATIONS: NO PURCHASES ARE TO BE MADE FROM THIS CONTRACT FOR ANY ITEM THAT IS NOT LISTED OR FOR ANY ITEM THAT IS CURRENTLY AUTHORIZED UNDER ANY OTHER CONTRACT AWARDED PRIOR TO THIS CONTRACT.

PURCHASES FROM OTHER SOURCES: THE SCDOT PROCUREMENT DIVISION RESERVES THE RIGHT TO BID SEPARATELY ANY UNUSUAL REQUIREMENTS OR LARGE QUANTITIES OF THE ITEMS SPECIFIED IN THIS PROPOSED CONTRACT (THE ABOVE DOES NOT APPLY TO SOLICITATIONS FOR SERVICE REQUIREMENTS). (THE FOLLOWING PORTION APPLIES ONLY TO STATEWIDE TERM CONTRACTS) OTHERWISE, IT IS MANDATORY THAT ALL DIVISIONS IN SCDOT PROCURE THEIR REQUIREMENTS FOR THE GOODS AND SERVICES DURING ITS TERM, PROVIDED HOW-EVER THAT SECTION 9 OF THE PROVISOS TO THE APPROPRIATIONS ACT REQUIRES THAT, "...IF A GOVERNMENTAL BODY IS OFFERED GOODS AND SERVICES AT A PRICE THAT IS AT LEAST TEN PERCENT LESS THAN THE TERM CONTRACT PRICE FOR THE SAME GOODS OR SERVICES, IT MAY PURCHASE FROM THE VENDOR OFFERING THE LOWER PRICE AFTER FIRST OFFERING THE VENDOR HOLDING THE TERM CONTRACT THE OPTION TO MEET THE LOWER PRICE. IF THE VENDOR HOLDING THE TERM CONTRACT MEETS THE LOWER PRICE, THEN THE GOVERNMENTAL BODY MUST PURCHASE FROM THE CONTRACT VENDOR..."

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: ANY CHANGE ORDERS, ALTERATIONS, AMENDMENTS OR OTHER MODIFICATIONS HEREUNDER SHALL NOT BE EFFECTIVE UNLESS REDUCED TO WRITING AND APPROVED BY THE BUYER RESPONSIBLE FOR THIS SOLICITATION AND THE CONTRACTOR. ALL QUESTIONS, PROBLEMS OR CHANGES ARISING AFTER AWARD OF THIS CONTRACT SHALL BE DIRECTED TO THE BUYER RESPONSIBLE FOR THIS SOLICITATION, AT SCDOT PROCUREMENT DIVISION, PO BOX 191, COLUMBIA, SC 29202.

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: THE STATE OF SOUTH CAROLINA REQUIRES ALL CONTRACTUAL ACTIVITIES TO BE IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL MANDATES CONCERNING "PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT". ANY CONTRACTOR DOING BUSINESS WITH THE STATE WILL BE REQUIRED TO DOCUMENT COMPLIANCE AND TO SPECIFY PRUDENT PRACTICES USED BY THE CONTRACTOR TO ADDRESS APPLICABLE MANDATES INCLUDING, BUT NOT RESTRICTED TO "THE HAZARD COMMUNICATION STANDARD" OSHA CFR 1910.1200 (SCRR ARTICLE 1,71-1910.1200). BY SUBMISSION OF THIS BID, THE VENDOR AGREES TO TAKE ALL NECESSARY STEPS TO ENSURE COMPLIANCE WITH THESE REQUIREMENTS.

PAYMENT FOR GOODS & SERVICES: PAYMENT FOR GOODS & SERVICES RECEIVED BY THE STATE SHALL BE PROCESSED IN ACCORDANCE WITH SECTION 11-35-45 OF THE SOUTH CAROLINA PROCUREMENT CODE.

PROVISIONS AND CLAUSES BY REFERENCE

THE FOLLOWING S.C. STANDARD SOLICITATION PROVISIONS AND GENERAL CONTRACT CLAUSES, THE FULL TEXT OF WHICH IS POSTED IN THE MATERIALS MANAGEMENT OFFICE OR AVAILABLE UPON REQUEST, ARE INCORPORATED HEREIN BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT.

STANDARD SOLICITATION PROVISIONS (APPLIES TO ALL BIDS)

NOTIFICATION OF CONTRACT AWARD	AWARD CRITERIA
DISCUSSIONS/NEGOTIATIONS	REJECTION
INSTRUCTIONS TO BIDDERS	COMPETITION
BID REJECTION/CANCELLATION	WAIVER
UNIT PRICE GOVERNING	ORDER OF PRECEDENCE
BIDDERS QUALIFICATION	CORRECTION OF ERRORS
SOLICITATION AMENDMENTS	PURCHASING LIABILITY
BIDDERS RESPONSIBILITY	TAX CREDIT AVAILABILITY
DEBARRMENT/SUSPENSION	INDEMNIFICATION
RISK OF LOSS	RECORDS RETENTION
	DISCUSSION WITH BIDDERS

GENERAL CONTRACT CLAUSES (APPLIES AS INDICATED BELOW)

OPEN MARKET CONTRACTS

DEFAULT
NON-APPROPRIATIONS
CONTRACT ADMINISTRATION
FORCE MAJURE
SAVE HARMLESS
PUBLICITY RELEASES
QUALITY OF PRODUCT
SOUTH CAROLINA GOVERNING LAW
TERMINATION
ASSIGNMENT
AFFIRMATIVE ACTION
ITEM SUBSTITUTION
RESTRICTIONS/LIMITATIONS
PURCHASES FROM OTHER SOURCES
CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS
PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT
PAYMENT FOR GOODS AND SERVICES

The Post and Courier

ADVERTISING INVOICE STATEMENT

EXH. C

08/01/2008 - 08/31/2008

\$247.14

SC DEPT OF TRANSPORTATION

NET 30 DAYS

SC DEPT OF TRANSPORTATION
PO BOX 191
COLUMBIA, SC 29202-0191

The Post And Courier
134 Columbus St
Charleston, SC 29403-4800

(843) 577-7111

SALES REP
ROWAN HOKANSON
(843) 937-5420

Previous Balance

08/04/2008	C221F2Z41	PO: REGULAR Reference No. CPC080408RL 1 X 40 PC CL 970 FULL 0 40 L	1 1.965	\$628.92	\$628.92
08/11/2008	C221F51Z1	PO: regular Reference No. CPC081108RL SC 1 X 40 PC CL 970 FULL 0 40 L	1 1.965	\$78.60	\$78.60
08/12/2008	1183770	Payment - Thank you			\$78.60
08/25/2008	1187194	Payment - Thank you		\$554.10 CR	\$554.10 CR
08/27/2008	C221FDYX1	PO: 285 NOTICE TO CITIZENS OF BERKE 1 X 46 PC CL 965 FULL 0 46 L	1 1.9552	\$74.82 CR	\$74.82 CR
				\$89.94	\$89.94

STATEMENT SUMMARY

Previous Balance:	\$628.92
New Charges:	\$247.14
Debit Adjustments:	\$0.00
Credit Adjustments:	\$0.00
Payments:	\$628.92 CR

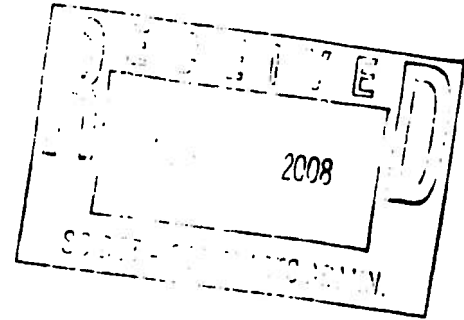
RECEIVED
SEP 04 2008
ACCOUNTING DIVISION
SCDOT

STATEMENT OF ACCOUNT

\$247.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247.14
The Post and Courier							

*UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

SC DEPT OF TRANSPORTATION
PO BOX 191/ATTN: ROBERTA MACK
Columbia SC 29201



Number of Copies: 1

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina

County of Charleston

Personally appeared before me the undersigned advertising Clerk of the above indicated newspaper published in the City of Charleston, County and State aforesaid, who, being duly sworn, says that the advertisement of

(Copy attached)

appeared in the issues of said newspaper on the following day(s):

08/04/2008

at a cost of \$ 78.60
Account# C0712800
Order# C221F2Z4
P.O. Number: REGULAR

Subscribed and sworn to before

on this 8th day

of August

A.D. 2008

Kisha Edging
Advertising Clerk

Sheela Dilleny
TARY PUBLIC SC
Commission Expires

Reference No.
CPC080408RL
SCDOT
NOTICE TO
CONTRACTORS
September 8, 2008
Regular Highway
Letting

Electronic bids will be publicly opened at 2:00 P.M. local time, Tuesday, September 9, 2008, in Conference Room 1 (First Floor, use College Street Entrance), SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina, and will then be read aloud.

Details for the contracts are available on the SCDOT Internet Web site at <http://www.scdot.org/doin/currentletting.asp> and on the BID EXPRESS Internet Web site at <http://www.bidx.com/mail.n/index.html>. Plans and proposals will be available on August 12, 2008 in the Engineering Publications Customer Service Center, Room G-19, 955 Park Street, Columbia, South Carolina 29201, or call (803) 737-4533 to order.

Issued by:
R. B. Mack
Contract Administrator

RECEIVED

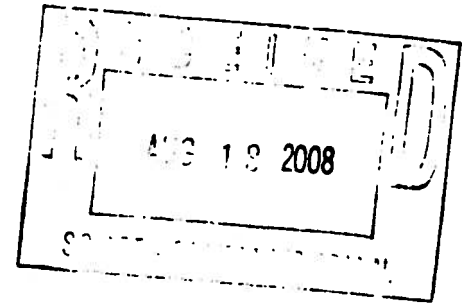
SEP 11 2008
ACCOUNTING OFFICE
SCDOT

SC DEPT OF TRANSPORTATION

PO BOX 191/ATTN: ROBERTA MACK

Columbia

SC 29201



Number of Copies: 1

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina

County of Charleston

Personally appeared before me the undersigned advertising Clerk of the above indicated newspaper published in the City of Charleston, County and State aforesaid, who, being duly sworn, says that the advertisement of

(Copy attached)

appeared in the issues of said newspaper on the following day(s):

08/11/2008

at a cost of \$ 78.60

Account# C0712800

Order# C221F51Z

P.O. Number: regular

Subscribed and sworn to before

me this 14th day

of August

A.D. 2008

Advertising Clerk

My Comm. Exp. 10-10-2013

EARLY PUBLIC SC
Commission expires

Reference No.
P0811-BRL
SCDOT
NOTICE TO
CONTRACTORS
September 8, 2008
Regular Highway
Letting

Electronic bids will be publicly opened at 2:00 P.M., local time, Tuesday, September 9, 2008, in Conference Room 1 (First Floor, 100 College Street Entrance), SCDOT Headquarters Building, 335 Park Street, Columbia, South Carolina, and will then be read aloud. Details for the contracts are available on the SCDOT Internet Web site at <http://www.scdot.org>, and the current lettings and the BID EXPRESS Internet Web site at <http://www.bids.com>. Plans and proposals will be available on August 12, 2008, in the Engineering Publications Customer Service Center, Room G-19, 55 Park Street, Columbia, South Carolina 29201 or call (803) 737-1533 for more information.

Issued by:
R. B. Mack
Contract Administrator

08/05/2008

**SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
COLUMBIA
SHORT NOTICE TO CONTRACTORS
FOR**

EXH. D

SEPTEMBER 9, 2008 REGULAR HIGHWAY LETTING

ELECTRONIC BIDS FOR THE CONTRACTS LISTED BELOW WILL BE PUBLICLY OPENED AT 2:00 P.M., LOCAL TIME, TUESDAY, SEPTEMBER 9, 2008, IN CONFERENCE ROOM 1 (FIRST FLOOR, USE COLLEGE STREET ENTRANCE), SCDOT HEADQUARTERS BUILDING, 955 PARK STREET, COLUMBIA, SC, AND WILL THEN BE READ ALOUD.

ONLY ELECTRONIC BIDS WILL BE ACCEPTED. UNLESS OTHERWISE NOTED, THE EBS (ELECTRONIC BIDDING SYSTEM) FILES FOR THE CONTRACTS LISTED BELOW WILL BE AVAILABLE ON THE *BID EXPRESS* INTERNET WEB SITE ON AUGUST 12, 2008. PLANS AND PROPOSALS WILL BE AVAILABLE FROM THE ENGINEERING PUBLICATIONS CENTER ON THAT DATE ALSO. THE ENGINEERING PUBLICATIONS CENTER IS LOCATED IN ROOM G-19 IN THE SCDOT HEADQUARTERS BUILDING IN COLUMBIA. ORDERS CAN BE SUBMITTED IN PERSON; BY PHONE (803) 737-4533; OR BY FAX (803) 737-4530. MATERIAL MUST BE PAID FOR BEFORE THEY CAN BE SHIPPED. CASH, CHECK, MONEY ORDER, AND VISA/MASTERCARD ACCEPTED. CHECKS AND MONEY ORDERS SHALL BE MADE PAYABLE TO: SCDOT. NO REFUNDS AVAILABLE.

ALL OF THE PLANS AND PROPOSALS FOR THE LETTING WILL NOW BE AVAILABLE ON ONE DVD. THE PRICE OF THE DVD IS \$10.00 AND IS AVAILABLE THROUGH THE ENGINEERING PUBLICATIONS CENTER. THE DVD WILL BE AVAILABLE ON THE SAME DAY THE HARD COPY PLANS AND PROPOSALS FOR THE LETTING ARE AVAILABLE.

PLANS FOR THE LETTING, BIDS AS READ, AND OTHER ANNOUNCEMENTS ARE AVAILABLE ON THE CONSTRUCTION EXTRANET AT http://www.scdot.org/doing/const_extranet.shtml. THIS SITE ALSO OFFERS A WAY FOR PRIME CONTRACTORS AND SUBCONTRACTORS TO REQUEST OR OFFER QUOTES. TEMPLATES FOR CPM SCHEDULES ARE ALSO AVAILABLE ON THIS SITE. THERE IS NO CHARGE TO ACCESS THIS SITE, BUT YOU MUST REGISTER FOR A USER NAME AND PASSWORD ON THE SITE.

TO BE ELIGIBLE TO SUBMIT A BID FOR PROJECTS LISTED BELOW, BIDDERS ARE REQUIRED TO HAVE A MINIMUM QUARTERLY CPS (CONTRACTOR PERFORMANCE SCORE) ISSUED BY SCDOT. CONTRACTORS THAT HAVE NOT BEEN ISSUED A CPS FOR THE LAST CALENDAR QUARTER ARE EXEMPT FROM THIS REQUIREMENT. THE MINIMUM CPS REQUIRED AND THE DATE OF ISSUE ARE INDICATED WITH EACH PROJECT. CONTRACTORS WISHING TO VERIFY THEIR CPS MAY CALL SCDOT CONSTRUCTION DATA SUPPORT AT 803-737-1434.

**BID EXPRESS CALL NO. 010
ALLENDALE, BAMBERG, BARNWELL & HAMPTON COUNTIES
SC FILE NOS.: 03.100901, 05.100901, 06.100901, & 25.100901
PROJECT NO.: MR09
PCN: 037430MT01, 037431MT01, 037432MT01, 037435MT01
TYPE OF WORK: 2009 SECONDARY RESURFACING - ALLENDALE, BAMBERG, BARNWELL, AND
HAMPTON COUNTIES
APPROXIMATE LENGTH: 13.1300 MILES
DBE GOAL: 0.00%
PLANS INCLUDED IN OR WITH PROPOSAL
COST OF PROPOSAL: \$15.00**

**BID EXPRESS CALL NO. 020
ALLENDALE, CALHOUN, HAMPTON & ORANGEBURG COUNTIES
SC FILE NOS.: 03.140901, 09.140901, 25.140901, & 38.140901**

PROJECT NO.: MS09
 PCN: 037539MT01, 037541MT01, 037542MT01, 037543MT01
 TYPE OF WORK: 2009 MICRO SURFACING IN ALLENDALE, CALHOUN, HAMPTON, AND ORANGEBURG
 COUNTIES.
 APPROXIMATE LENGTH: 6.3300 MILES
 DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 030
 ALLENDALE, BAMBERG, BARNWELL, & HAMPTON COUNTIES
 SC FILE NOS.: 03.220901, 05.220901, 06.220901, & 25.220901
 PROJECT NO.: CS09
 PCN: 037518MT01, 037519MT01, 037520MT01, 037523MT01
 TYPE OF WORK: 2009 CHIP SEAL - ALLENDALE, BAMBERG, BARNWELL, AND HAMPTON COUNTIES.
 APPROXIMATE LENGTH: 47.4100 MILES
 DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 040
 BEAUFORT COUNTY
 *SC FILE NO.: 7.037213A
 PROJECT NO.: EM08(013)
 PCN: 037213RD01
 TYPE OF WORK: IMPROVEMENT ON S-163 (BURNT CHURCH RD.) FROM US 278 TO BLUFFTON
 PARKWAY IN BEAUFORT COUNTY.
 APPROXIMATE LENGTH: 0.5870 MILES
 DBE GOAL: 0.00%
 COST OF PLANS: \$27.75
 COST OF CROSS-SECTIONS: \$26.25
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 050
 BEAUFORT COUNTY
 SC FILE NO.: 07.220901
 PROJECT NO.: CS09
 PCN: 037678MT01
 TYPE OF WORK: 2009 CHIP SEAL IN BEAUFORT COUNTY.
 APPROXIMATE LENGTH: 9.6200 MILES
 DBE GOAL: 0.00%
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 060
 BERKELEY COUNTY
 SC FILE NO.: 08.100901
 PROJECT NO.: MR09
 PCN: 037425MT01
 TYPE OF WORK: 2009 SECONDARY RESURFACING IN BERKELEY COUNTY.
 APPROXIMATE LENGTH: 4.2500 MILES
 DBE GOAL: 0.00%
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 070
 COLLETON COUNTY
 SC FILE NO.: 15.100901
 PROJECT NO.: MR09
 PCN: 037427MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN COLLETON COUNTY.
APPROXIMATE LENGTH: 4.2800 MILES
DBE GOAL: 0.00%
COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 080
DARLINGTON, DILLON, FLORENCE & MARLBORO COUNTIES
SC FILE NOS.: 16.100901, 17.100901, 21.100901, & 35.100901
PROJECT NO.: MR09
PCN: 037416MT01, 037417MT01, 037418MT01, 037422MT01
TYPE OF WORK: 2009 SECONDARY RESURFACING IN DARLINGTON, DILLON, FLORENCE, AND
MARLBORO COUNTIES.
APPROXIMATE LENGTH: 22.6800 MILES
DBE GOAL: 0.00%
PLANS INCLUDED IN OR WITH PROPOSAL
COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 090
DORCHESTER COUNTY
***SC FILE NOS.: 18.146B, 18.159B**
PROJECT NOS.: SA18(003), SA18(006)
PCN: 032907R, 034444R
TYPE OF WORK: INTERSECTION IMPROVEMENTS ON SC 61/US 17 ALT. WEST IN DORCHESTER COUNTY.
APPROXIMATE LENGTH: 0.9370 MILES
DBE GOAL: 0.00%
COST OF PLANS: \$39.00
COST OF CROSS-SECTIONS: \$27.00
COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 100
FAIRFIELD COUNTY
SC FILE NO.: 20.127B
PROJECT NO.: CR20
PCN: 032303R
TYPE OF WORK: CRISOS PROJECT IN FAIRFIELD COUNTY.
APPROXIMATE LENGTH: 11.7000 MILES
DBE GOAL: 0.00%
PLANS INCLUDED IN OR WITH PROPOSAL
COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 110
FLORENCE COUNTY
***SC FILE NO.: 21.174BR1**
FAP NO.: SA21(005)
PCN: 030215RR1
TYPE OF WORK: INTERSECTION IMPROVEMENTS AT S-21-358 AND S-21-26 IN FLORENCE COUNTY.
APPROXIMATE LENGTH: 0.6440 MILES
DBE GOAL: 9.00%
COST OF PLANS: \$49.50
COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 120
GEORGETOWN, HORRY, MARION & WILLIAMSBURG COUNTIES
SC FILE NOS.: 22.100901, 26.100901, 34.100901, & 45.100901
PROJECT NO.: MR09
PCN: 037419MT01, 037420MT01, 037421MT01, 037423MT01
TYPE OF WORK: 2009 SECONDARY RESURFACING IN GEORGETOWN, HORRY, MARION, AND
WILLIAMSBURG COUNTIES.

APPROXIMATE LENGTH: 18.4700 MILES
DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 130
GEORGETOWN & WILLIAMSBURG COUNTIES
SC FILE NOS.: 22.290902 & 45.290902
PROJECT NO.: DP08
PCN: 037487MT01, 037489MT01
TYPE OF WORK: 2009 FULL DEPTH IN GEORGETOWN AND WILLIAMSBURG COUNTIES.
APPROXIMATE LENGTH: 20.3100 MILES
DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 140
GREENVILLE & SPARTANBURG COUNTIES
SC FILE NOS.: 23.100901 & 42.100901
PROJECT NO.: MR09
PCN: 037405MT01, 037408MT01
TYPE OF WORK: 2009 SECONDARY RESURFACING IN GREENVILLE AND SPARTANBURG COUNTIES.
APPROXIMATE LENGTH: 9.5800 MILES
DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 150
GREENWOOD COUNTY
SC FILE NO.: 24.100901
PROJECT NO.: MR09
PCN: 037399MT01
TYPE OF WORK: 2009 SECONDARY RESURFACING IN GREENWOOD COUNTY.
APPROXIMATE LENGTH: 2.5600 MILES
DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 160
HORRY COUNTY
SC FILE NOS.: 26.037583A, 26.037584A, 26.037585A, & 26.037586A
PROJECT NOS.: C-37583, C-37584, C-37585, C-37586
PCN: 037583CP01, 037584CP01, 037585CP01, 037586CP01
TYPE OF WORK: RESURFACING ON VARIOUS ROADS IN HORRY COUNTY.
APPROXIMATE LENGTH: 3.4500 MILES
DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL
 COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 170
HORRY, MARION & WILLIAMSBURG COUNTIES
SC FILE NOS.: 26.220901, 34.220901, & 45.220901
PROJECT NO.: CS09
PCN: 037512MT01, 037513MT01, 037515MT01
TYPE OF WORK: 2009 CHIP SEAL IN HORRY, MARION, AND WILLIAMSBURG COUNTIES.
APPROXIMATE LENGTH: 107.5000 MILES
DBE GOAL: 0.00%
 PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 180

JASPER COUNTY

SC FILE NOS.: 27.100901, & 27.290902

PROJECT NOS.: MR09, DP09

PCN: 037429MT01, 037490MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING AND FULL DEPTH IN JASPER COUNTY.

APPROXIMATE LENGTH: 26.6100 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 190

LAURENS COUNTY

SC FILE NO.: 30.100901

PROJECT NO.: MR09

PCN: 037400MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN LAURENS COUNTY.

APPROXIMATE LENGTH: 3.7700 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 200

LAURENS COUNTY

SC FILE NOS.: 30.161B, 30.162B, 30.171B, & 30.175B

PROJECT NO.: CR30

PCN: 032273R, 032806R, 034701R, 034698R

TYPE OF WORK: ROADWAY IMPROVEMENTS ON VARIOUS ROADS IN LAURENS COUNTY.

APPROXIMATE LENGTH: 32.0800 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 210

LEXINGTON COUNTY

SC FILE NO.: 32.100901

PROJECT NO.: MR09

PCN: 037394MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN LEXINGTON COUNTY.

APPROXIMATE LENGTH: 12.4400 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 220

LEXINGTON & RICHLAND COUNTIES

SC FILE NOS.: 32.290903 & 40.290903

PROJECT NO.: DR09

PCN: 037674MT01, 037676MT01

TYPE OF WORK: 2009 FULL DEPTH RECLAMATION IN LEXINGTON AND RICHLAND COUNTIES.

APPROXIMATE LENGTH: 1.1200 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

BID EXPRESS CALL NO. 230**NEWBERRY COUNTY****SC FILE NO.: 36.100901****PROJECT NO.: MR09****PCN: 037402MT01****TYPE OF WORK: 2009 SECONDARY RESURFACING IN NEWBERRY COUNTY.****APPROXIMATE LENGTH: 2.9400 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00**

BID EXPRESS CALL NO. 240**RICHLAND COUNTY****SC FILE NO.: 40.100901****PROJECT NO.: MR09****PCN: 037395MT01****TYPE OF WORK: 2009 SECONDARY RESURFACING IN RICHLAND COUNTY.****APPROXIMATE LENGTH: 7.4000 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00**

BID EXPRESS CALL NO. 250**RICHLAND COUNTY*****SC FILE NO.: 40.234B****PROJECT NO.: SA40(010)****PCN: 032647R****TYPE OF WORK: INTERSECTION IMPROVEMENTS ON SC 12 (PERCIVAL ROAD) / ROAD AND S-63 (ALPINE ROAD) IN RICHLAND COUNTY.****APPROXIMATE LENGTH: 0.6050 MILES****DBE GOAL: 0.00%****COST OF PLANS: \$39.00****COST OF PROPOSAL: \$15.00**

BID EXPRESS CALL NO. 260**SALUDA COUNTY****SC FILE NOS.: 41.036640A & 41.036641A****PROJECT NOS.: C-640A, C-641A****PCN: 036640CP01, 036641CP01****TYPE OF WORK: INTERSECTION IMPROVEMENT ON SC 194 (DENNY HIGHWAY) AT S-122 IN SALUDA COUNTY.****APPROXIMATE LENGTH: 1.0900 MILES****DBE GOAL: 0.00%****COST OF PLANS: \$45.00****COST OF PROPOSAL: \$15.00**

*** BID EXPRESS CALL NO. 270****YORK COUNTY****SC FILE NO.: 46.037574A****PROJECT NO.: BR46 (016)****PCN: 037574PE01****TYPE OF WORK: BRIDGE PAINTING ON VARIOUS BRIDGES OVER/UNDER I-77 IN YORK COUNTY.****APPROXIMATE LENGTH: 0.0000 MILES****DBE GOAL: 0.00%****COST OF PLANS: \$15.00****COST OF PROPOSAL: \$15.00**

BID EXPRESS CALL NO. 280
STATEWIDE COUNTY
SC FILE NO.: 47.037170AR1
FAP NO.: CRPP
PCN: 037170RD01R1

TYPE OF WORK: THE WORK ON THIS PROJECT CONSISTS OF REMOVING EXISTING THERMOPLASTIC PAVEMENT MARKINGS AND SURFACE MOUNTED RAISED MARKERS AND PROVIDING AND APPLYING VARIOUS WET-NIGHT THERMOPLASTIC PAVEMENT MARKINGS SYSTEMS ON A TOTAL OF 11.76 MILES OF ROADWAY LOCATED IN LEXINGTON AND RICHLAND COUNTIES. FIVE SEPARATE COMBINATIONS OF THERMOPLASTIC BINDERS AND BEAD SYSTEMS WILL BE APPLIED ON FIVE SEPARATE ROADWAY SEGMENTS FOR PRODUCT OBSERVATION AND LONG TERM EVALUATION OF WET NIGHT PERFORMANCE APPROXIMATE LENGTH: 11.7600 MILES.

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

SPECIAL NOTICE: BIDDERS ON THE PROJECT ABOVE ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID CONFERENCE TO BE HELD AT 10:00 AM ON AUGUST 26, 2008. LOCATION FOR THIS PRE BID CONFERENCE WILL BE AT THE SCDOT HEADQUARTERS BUILDING, 955 PARK STREET, COLUMBIA, SC 29201, ROOM 217 (CONFERENCE ROOM). CONTRACTORS WHO DO NOT ATTEND THIS PRE BID CONFERENCE WILL NOT BE ALLOWED TO SUBMIT A BID PROPOSAL FOR THIS CONTRACT AT THE HIGHWAY LETTING.

FOR INFORMATION PURPOSES ONLY, THE FOLLOWING PROJECT IS BEING ADVERTISED FOR 2 MONTHS AND IS INTENDED FOR THE OCTOBER 14, 2008 HIGHWAY LETTING:

FLORENCE & MARION COUNTIES

***SC FILE NOS.: 21.182B & 21.182B.1**

PROJECT NO.: BR88(041)

PCN: 030597B, 035374R

TYPE OF WORK: BRIDGE 4033FT. REPLACE WITH APPROACH WORK OVER THE GREAT PEE AND DEE RIVER WITH 74" PRSTRESSED BULB TEE SPANS ALONG U.S. 378.

APPROXIMATE LENGTH: 0.8660 MILES

DBE GOAL: 0.00%

COST OF PLANS: \$69.75

COST OF PROPOSAL: \$15.00

MINIMUM CPS SCORE: 73.0 (QUARTER ENDING ON JUNE 30, 2008)

NOTICE: THERE WILL BE A MANDATORY PRE-BID CONFERENCE TO BE HELD AT 10:30 AM ON THURSDAY, SEPTEMBER 4, 2008, AT THE SCDOT HEADQUARTERS BUILDING, FIFTH FLOOR AUDITORIUM, LOCATED AT 955 PARK STREET, COLUMBIA, SC. CONTRACTORS WHO DO NOT ATTEND THIS PRE-BID CONFERENCE WILL NOT BE ALLOWED TO SUBMIT A BID PROPOSAL FOR THIS CONTRACT.

*MINIMUM WAGE RATES FOR THIS CONTRACT HAVE BEEN PREDETERMINED BY THE SECRETARY OF LABOR IN ACCORDANCE WITH THE TERMS OF THE DAVIS BACON ACT AS AMENDED AND THE FEDERAL AID HIGHWAY ACT OF 1956, AND LATER ACTS, AND THESE RATES WILL BE SET FORTH IN THE PROPOSAL FORM. THIS CONTRACT IS ALSO SUBJECT TO THE WORK HOURS AND SAFETY ACT OF 1962 AS AMENDED, PL 87-581, PL 91-54, AND IMPLEMENTING REGULATIONS. CONTRACTORS ATTENTION IS ALSO CALLED TO THE FEDERAL REQUIREMENTS GOVERNING SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES, WHICH WILL BE INCLUDED IN THIS CONTRACT.

In addition to the *Standard Specifications for Highway Construction, Edition of 2007*, the "Supplemental Specifications", and the "Project Special Provisions", the following rules and regulations govern SCDOT Highway Lettings:

STATUTES, CODES, AND REGULATIONS. The Federal-Aid Projects embraced in this advertisement contemplates the expenditure of funds pursuant to Title 23, United States Code, "Highways".

The Contractor's attention is called to the fact that the SC Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78) Sta. 252 and the Regulations of the Federal Highway Administration (15 C.F.R., Part 8), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for award. All bidders on Federal Aid Projects must comply with the Instructions to Bidders and Special Provision covering Disadvantaged and Women Business Enterprises (DBE/WBE) included as a part of the proposal.

Attention is directed to the Fair Labor Standard Act of 1938, as amended. Contractors will be responsible for carrying out all of the provisions of this Act, which may affect these contracts. Attention is also called to the fact that any Federal Aid Project or Projects included in this notice will be subject to the Work Hours and Safety Act of 1962 as amended, PL 87-581, PL 91-54 and implementing regulations.

PREQUALIFICATION. The Contractor's attention is called to the requirements of the SC Department of Transportation for Prequalification. **ONLY CONTRACTORS WHO HAVE BEEN ISSUED A PREQUALIFICATION CERTIFICATE BY THE SC DEPARTMENT OF TRANSPORTATION WILL BE ALLOWED TO SUBMIT BIDS.** Information concerning prequalification can be obtained at the Contracts Administration office, Room 334 in the Headquarters building, 955 Park Street, Columbia, SC, or by calling (803) 737-1249.

HARDCOPY PLANS AND PROPOSALS. ALTHOUGH ONLY ELECTRONIC BID PROPOSALS WILL BE ACCEPTED UNLESS OTHERWISE NOTED, hardcopy plans and proposals will be available for purchase. Request for hardcopy plans and proposals should be addressed to R.B. Mack, Contract Administrator, SC Department of Transportation, PO Box 191, Columbia, South Carolina 29202, or 955 Park Street, Columbia, SC 29201. You may also pick up these items from the Engineering Publications office, Room G-19 in the Department Headquarters Building, 955 Park Street, Columbia, SC or telephone (803) 737-4533 or FAX (803) 737-4530. **PAYMENT BY CASH, CHECK, MONEY ORDER, OR VISA/MASTERCARD IS REQUIRED IN ADVANCE.** Checks and Money Orders shall be made payable to SCDOT. Plans are available for examination at Carolinas AGC, Road Design Engineer's office and the District Office in which the project is located. **NO REFUNDS AVAILABLE.**

BID BONDS FOR SCDOT WORK. Unless otherwise indicated in the advertisement, no proposal will be considered unless accompanied by a bid bond in the amount of 5% of the APPROXIMATE BID AMOUNT, written by a SURETY satisfactory to the Department, properly executed on South Carolina Department of Transportation Form 674 (furnished by the Department in each proposal.) Form 674 must be selected on the Surety 2000 electronic bond form. **NO OTHER FORM OF PROPOSAL GUARANTY WILL BE ACCEPTED.**

SUBMISSION OF BID BONDS. Bid Bonds may be submitted electronically, by US mail, express delivery service, or hand-delivered. Bid Bonds not submitted electronically must be submitted in advance of the bid opening.

1. **BID BONDS SUBMITTED BY US MAIL OR EXPRESS DELIVERY SERVICE.** Sealed bid bonds submitted by US mail or express delivery service shall be enclosed in sealed envelope marked with Contractor Name and "Bid Bond for SC File No. _____", and enclosed in an outer, sealed envelope or container addressed to Contract Administrator, SCDOT, PO Box 365, Columbia, SC. 29202-0365, or 955 Park Street, Columbia, South Carolina, 29201. Bid bonds submitted by US mail or express delivery service must be received by the Contract Administrator, or designee, prior to the time and date for opening of proposals indicated in the beginning of this Notice. The department will not be responsible for delays in the US mail or express delivery service.
2. **BID BONDS HAND-DELIVERED.** Bid bonds that are hand-delivered shall be enclosed in a sealed envelope marked with Contractor Name and "Bid Bond for SC File No. _____", and must be delivered directly to the Contract Administrator or designee prior to the time and date for opening of proposals indicated in the beginning of this Notice.

IRREGULAR ELECTRONIC BIDS. Electronic bids may be declared irregular for any of the following reasons:

1. In the Schedule of Prices,
 - (a) alteration of a part of bid item except for the unit price; or
 - (b) failure to enter a bid item unit price; or
 - (c) a bid item unit price is not in the proper form or is incomplete.
2. In the DBE Folder, when a project has DBE goal, in the DBE's subcontractors information, work items, unit prices, or other required information has not been entered in the proper form fields or is incomplete.
3. In the PROPOSAL FORM,
 - (a) SCDOT File No. and the Proposer's SCDOT Vendor No. are not entered.
 - (b) The box at the end of the form indicating acknowledgment and acceptance of the conditions set forth in the form is not checked.
4. In the Bid Bond section of the PROPOSAL FORM, the required information for appropriate form fields is not furnished.
5. A properly executed Bid Bond is not furnished in accordance with the selected manner of submission.

TIME OF THE LETTING. The Contract Administrator, or designee, at the site of the opening of the proposals shall be the sole judge of determining the local time and the arrival of the designated time for the opening of the bid proposals.

THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND WAIVE ANY TECHNICALITIES.

Information in this notice is the latest available at the time of its publication. The information contained in the proposals, plans, and any addenda issued shall govern over this notice. Cost of plans may change, and the bidder should check with the SCDOT Engineering Publications office for the cost of plans when the plans are indicated to be available.

Prepared by P. G. Amick

August 5, 2008

Issued by:

Roberta B. Mack
Contract Administrator

**SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
COLUMBIA
LONG NOTICE TO CONTRACTORS
FOR
SEPTEMBER 9, 2008 REGULAR HIGHWAY LETTING**

EXH. E

ELECTRONIC BIDS FOR THE CONTRACTS LISTED BELOW WILL BE PUBLICLY OPENED AT 2:00 P.M., LOCAL TIME, TUESDAY, SEPTEMBER 9, 2008, IN CONFERENCE ROOM 1 (FIRST FLOOR, USE COLLEGE STREET ENTRANCE), SCDOT HEADQUARTERS BUILDING, 955 PARK STREET, COLUMBIA, SC, AND WILL THEN BE READ ALOUD.

ONLY ELECTRONIC BIDS WILL BE ACCEPTED. UNLESS OTHERWISE NOTED, THE EBS (ELECTRONIC BIDDING SYSTEM) FILES FOR THE CONTRACTS LISTED BELOW WILL BE AVAILABLE ON THE *BID EXPRESS* INTERNET WEB SITE ON AUGUST 12, 2008. PLANS AND PROPOSALS WILL BE AVAILABLE FROM THE ENGINEERING PUBLICATIONS CENTER ON THAT DATE ALSO. THE ENGINEERING PUBLICATIONS CENTER IS LOCATED IN ROOM G-19 IN THE SCDOT HEADQUARTERS BUILDING IN COLUMBIA. ORDERS CAN BE SUBMITTED IN PERSON; BY PHONE (803) 737-4533; OR BY FAX (803) 737-4530. MATERIAL MUST BE PAID FOR BEFORE THEY CAN BE SHIPPED. CASH, CHECK, MONEY ORDER, AND VISA/MASTERCARD ACCEPTED. CHECKS AND MONEY ORDERS SHALL BE MADE PAYABLE TO: SCDOT. NO REFUNDS AVAILABLE.

ALL OF THE PLANS AND PROPOSALS FOR THE LETTING WILL NOW BE AVAILABLE ON ONE DVD. THE PRICE OF THE DVD IS \$10.00 AND IS AVAILABLE THROUGH THE ENGINEERING PUBLICATIONS CENTER. THE DVD WILL BE AVAILABLE ON THE SAME DAY THE HARD COPY PLANS AND PROPOSALS FOR THE LETTING ARE AVAILABLE.

PLANS FOR THE LETTING, BIDS AS READ, AND OTHER ANNOUNCEMENTS ARE AVAILABLE ON THE CONSTRUCTION EXTRANET AT http://www.scdot.org/doing/const_extranet.shtml. THIS SITE ALSO OFFERS A WAY FOR PRIME CONTRACTORS AND SUBCONTRACTORS TO REQUEST OR OFFER QUOTES. TEMPLATES FOR CPM SCHEDULES ARE ALSO AVAILABLE ON THIS SITE. THERE IS NO CHARGE TO ACCESS THIS SITE, BUT YOU MUST REGISTER FOR A USER NAME AND PASSWORD ON THE SITE.

TO BE ELIGIBLE TO SUBMIT A BID FOR PROJECTS LISTED BELOW, BIDDERS ARE REQUIRED TO HAVE A MINIMUM QUARTERLY CPS (CONTRACTOR PERFORMANCE SCORE) ISSUED BY SCDOT. CONTRACTORS THAT HAVE NOT BEEN ISSUED A CPS FOR THE LAST CALENDAR QUARTER ARE EXEMPT FROM THIS REQUIREMENT. THE MINIMUM CPS REQUIRED AND THE DATE OF ISSUE ARE INDICATED WITH EACH PROJECT. CONTRACTORS WISHING TO VERIFY THEIR CPS MAY CALL SCDOT CONSTRUCTION DATA SUPPORT AT 803-737-1434.

BID EXPRESS CALL NO. 010**ALLENDALE, BAMBERG, BARNWELL & HAMPTON COUNTIES****SC FILE NOS.: 03.100901, 05.100901, 06.100901, & 25.100901****PROJECT NO.: MR09****PCN: 037430MT01, 037431MT01, 037432MT01, 037435MT01****TYPE OF WORK: 2009 SECONDARY RESURFACING - ALLENDALE, BAMBERG, BARNWELL, AND HAMPTON COUNTIES****APPROXIMATE LENGTH: 13.1300 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE

470.000000 CY BORROW EXCAVATION
 362.900000 STA EXCAVATION FOR SHOULDER PAVING
 37.000000 STA HAULING OF EXCAVATED SHOULDER MATERIAL
 15.400000 TON MAINTENANCE STONE
 1201.597000 TON LIQUID ASPHALT BINDER PG64-22
 1540.000000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIF.
 16420.000000 SY MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
 17671.607000 TON H/M ASPHALT SURFACE COURSE TYPE C
 2355.000000 TON H/M ASPHALT SURFACE COURSE TYPE D
 1968.000000 SF PERM. CONSTRUCTION SIGNS (GRD. MTD.)
 750.000000 LF 4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
 19950.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 2592.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
 3.000000 EA RR. XING SYMBOLS - F. D. PNT.
 4990.000000 LF 4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
 130682.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 750.000000 LF 4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
 19950.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 2592.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
 3.000000 EA RR. XING SYMBOLS - THERMO. - 125 MIL.
 4990.000000 LF 4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
 130682.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 846.000000 EA PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 05/31/2009

BID EXPRESS CALL NO. 020

ALLENDALE, CALHOUN, HAMPTON & ORANGEBURG COUNTIES

SC FILE NOS.: 03.140901, 09.140901, 25.140901, & 38.140901

PROJECT NO.: MS09

PCN: 037539MT01, 037541MT01, 037542MT01, 037543MT01

TYPE OF WORK: 2009 MICRO SURFACING IN ALLENDALE, CALHOUN, HAMPTON, AND ORANGEBURG COUNTIES.

APPROXIMATE LENGTH: 6.3300 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000 LS MOBILIZATION
 1.000000 LS TRAFFIC CONTROL
 1.000000 LS CPM PROGRESS SCHEDULE
 6.790000 TON MAINTENANCE STONE
 13.680000 TON LIQUID ASPHALT BINDER PG64-22
 679.000000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
 228.000000 TON H/M ASPHALT SURFACE COURSE TYPE D
 90388.070000 SY MICRO-SURFACING - TYPE II
 513.500000 SF PERM. CONSTRUCTION SIGNS (GRD. MTD.)
 55205.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 501.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
 2030.000000 LF 4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
 53780.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 55205.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 501.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
 2030.000000 LF 4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
 53780.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 421.000000 EA PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 04/30/2009

BID EXPRESS CALL NO. 030

ALLENDALE, BAMBERG, BARNWELL, & HAMPTON COUNTIES

SC FILE NOS.: 03.220901, 05.220901, 06.220901, & 25.220901

PROJECT NO.: CS09

PCN: 037518MT01, 037519MT01, 037520MT01, 037523MT01

TYPE OF WORK: 2009 CHIP SEAL - ALLENDALE, BAMBERG, BARNWELL, AND HAMPTON COUNTIES.

APPROXIMATE LENGTH: 47.4100 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
4.450000	TON	MAINTENANCE STONE
10.200000	TON	LIQUID ASPHALT BINDER PG64-22
445.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
170.000000	TON	H/M ASPHALT SURFACE COURSE TYPE D
595324.673000	SY	ASPHALT SURFACE TREATMENT (SINGLE TREATMENT)
1692.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
494116.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
733.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
48605.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
143762.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
494116.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
733.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
37580.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
154787.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
3013.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 07/31/2009

BID EXPRESS CALL NO. 040

BEAUFORT COUNTY

*SC FILE NO.: 7.037213A

PROJECT NO.: EM08(013)

PCN: 037213RD01

TYPE OF WORK: IMPROVEMENT ON S-163 (BURNT CHURCH RD.) FROM US 278 TO BLUFFTON PARKWAY IN BEAUFORT COUNTY.

APPROXIMATE LENGTH: 0.5870 MILES

DBE GOAL: 0.00%

COST OF PLANS: \$27.75

COST OF CROSS-SECTIONS: \$26.25

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	EA	CONSTRUCTION STAKES, LINES, & GRADES
1.000000	LS	QUALITY CONTROL FOR EARTHWORK
1.000000	LS	QUALITY CONTROL FOR BASES AND SUBBASES
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
1.000000	LS	AS-BUILT CONSTRUCTION PLANS
1.000000	LS	CLEARING & GRUBBING WITHIN ROADWAY
1.500000	ACRE	CLEARING & GRUBBING DITCHES

1750.000000	SY	REM. & DISP. OF EXIST. ASPHALT PVMT.
5889.000000	CY	UNCLASSIFIED EXCAVATION
2138.000000	CY	BORROW EXCAVATION
1000.000000	CY	MUCK EXCAVATION
37.000000	CY	STRUCTURE EXCAVATION FOR RETAINING WALL
274.000000	SY	FINE GRADING
50.000000	CY	FLOWABLE FILL
8215.000000	SY	GRADED AGGREGATE BASE COURSE (8" UNIF.)
1000.000000	TON	MAINTENANCE STONE
46.000000	TON	H/M ASPHALT BASE COURSE - TYPE A
2219.000000	GAL	PRIME COAT
96.000000	TON	LIQUID ASPHALT BINDER PG64-22
1000.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIF.
600.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
2153.000000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE B
1906.000000	TON	H/M ASPHALT SURFACE COURSE TYPE B
452.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
1960.000000	LF	PVMT. MRKS. (TEMP. - PNT.) - 4" WH. BRK. LNS.
100.000000	LF	PVMT. MRKS. (TEMP. - PNT.) - 6" WH. BRK. LNS.
16800.000000	LF	PVMT. MRKS. (TEMP. - PNT.) - 4" WH. SLD. LNS.
30600.000000	LF	PVMT. MRKS. (TEMP. - PNT.) - 4" YEL. SLD. LNS.
3900.000000	LF	PVMT. MRKS. (TEMP. - PNT.) - 6" WH. SLD. LNS.
875.000000	LF	PVMT. MRKS. (TEMP. - PNT.) - 8" WH. SLD. LNS.
405.000000	LF	PVMT. MRKS. (TEMP. - PNT.) - 24" WH. SLD. LNS.
8.000000	EA	PVMT. MRKS. (TEMP. - PNT.) - WH. S. ARWS.
6.000000	EA	PVMT. MRKS. (TEMP. - PNT.) - WH. WORD "ONLY"
15.000000	EA	TEMP. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
120.000000	EA	TEMP. YEL. PVMT. MARKERS - MONO-DIR. - 4"X 4"
60.000000	EA	TEMP. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
2.000000	EA	WH. S. BIKE LANE ARWS. (LEFT, STR. & RIGHT) - F. D. PNT.
2.000000	EA	BIKE LANE SYMBOL - F. D. PNT.
2000.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
100.000000	LF	6" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
2100.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
3900.000000	LF	6" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
875.000000	LF	8" WH. SLD. LNS. - THERMO. - 125 MIL.
175.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
22.000000	EA	WH. S. ARWS. - THERMO. - 125 MIL.
14.000000	EA	WH. WORD MSG. "ONLY" - THERMO. - 125 MIL.
8000.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
110.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
110.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
1400.000000	LF	REMOVAL OF PAVEMENT MARKINGS
890.000000	LF	1.0" SCHD. 80 PVC CONDUIT
727.000000	LF	2.0" SCHD. 80 PVC CONDUIT
100.000000	LF	3.0" SCHD. 80 PVC CONDUIT
1058.000000	LF	NO. 14 CU. WIRE, 4 COND. - BLACK
2065.000000	LF	NO. 14 CU. WIRE, 4 COND. - GRAY
2297.000000	LF	NO. 14 CU. WIRE, 8 COND. - BLACK
2208.000000	LF	NO. 14 CU. WIRE, 8 COND. - GRAY
4408.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
2.000000	EA	FIBER OPTIC INTERCONNECT CEN.
2.000000	EA	FIBER OPTIC TRANSCEIVER (SMFO)
2.000000	EA	FIBER OPTIC MODEM
1732.000000	LF	SAWCUT FOR LOOP DETECTOR
2.000000	EA	ELECT. SERV. FOR TRAF. SGNL.
11.000000	EA	13"X 24"X 18" DEEP ELECT. UNDERGRD. ENCLOSURE / HD
4.000000	EA	40' WOOD P. - CLASS II - CCA TREATED (0.60)

8.000000	EA	3WITH8" BACK GUY FOR WOOD P.
3.000000	EA	13"X 28' STEEL STRAIN POLE
1276.000000	LF	3/8" GALVANIZED STEEL CABLE
2.000000	EA	10' BREAKAWAY AL. PEDESTAL POLE
2.000000	EA	12" 1-WAY - 5 SECT. (R.Y.YA.G.GA) VEH. TRAF. SGNL.
14.000000	EA	12" 1-WAY - 3 SECT. (R.Y.G.) VEH. TRAF. SGNL.
2.000000	EA	12" 1-WAY - 3 SECT. (R.YA.GA.) VEH. TRAF. SGNL.
8.000000	EA	1-WAY - 1 SECT. HAND WITH MAN EMBLEM PEDESTRIAN SGNL. HEAD
8.000000	EA	PEDESTRIAN PUSH BUTTON AND SIGN (R-10-4B)
20.000000	EA	VEH. TRAF. SGNL. HEAD MTG. ASSY. FOR SPAN WIRE
2.000000	EA	PEDESTRIAN TRAF. SGNL. HEAD MTG. ASSY. FOR POST TOP
8.000000	EA	PEDESTRIAN TRAF. SGNL. HEAD MTG. ASSY. FOR SIDE POLE
1.000000	LS	REM., SAL., & DISPOSAL OF EXIST. TRAF. SGNL. EQUIPMENT
1.000000	LS	TEMP. ADJ. OF TRAF. SGNL. EQUIPMENT
6.000000	EA	TEMP. TIMING ADJ. WITH SITE VISIT
1.000000	LS	INTEGRATION
2.000000	EA	INSTALL CNTRL. - B.MTD. CAB.
12.000000	EA	INSTALL LOOP DETECTOR AMP.
23.000000	CY	CONC. FOR STRUCTURES - CLASS 4000 (RETAINING WALL)
233.000000	LF	ALUMINUM PIPE HANDRAILING
88.000000	LF	15" RCP CUL. - CLASS III
1020.000000	LF	18" RCP CUL. - CLASS III
248.000000	LF	24" RCP CUL. - CLASS III
32.000000	CY	BRICK MASONRY
3.000000	EA	CB - TYPE 9
20.000000	EA	CB - TYPE 16
8.000000	EA	CB - TYPE 18
2.000000	EA	DROP INLET TYPE 115 WITH STANDARD 6' X 6' BOX
1.000000	EA	36"X 36" JUNCTION BOX
6092.000000	LF	CONCRETE CURB & GUTTER (2'-0") SLOPING
2138.000000	SY	CONCRETE SIDEWALK (4" UNIF.)
50.000000	SF	DETECTABLE WARNING SURFACE
143.000000	SY	CONC. DRIVEWAY (6" UNIF.)
1000.000000	LF	8" PERF. PIPE UNDERDRAIN
9.861000	MSY	PERM. VEGETATION
4.931000	MSY	TEMP. SEEDING
14.792000	MSY	MOWING
1973.000000	SY	SODDING
1.000000	MSY	TEMP. EROSION CONTROL BLANKET (CLASS A)
240.000000	LF	INLET STRUCTURE FILTER - TYPE-F (WEIGHT)
240.000000	LF	INLET STRUCTURE FILTER - TYPE - F (NON-WEIGHT)
425.000000	LF	SEDIMENT TUBE - 20" DIA.
1300.000000	LF	SILT FENCE
1.000000	EA	18" RCP CUL. 45 DEG. BEND (CLASS III) WITH ASTM C-443 JNT.

ALL QUANTITIES ARE APPROXIMATE.
COMPLETION DATE: 05/31/2009

BID EXPRESS CALL NO. 050
 BEAUFORT COUNTY
 SC FILE NO.: 07.220901
 PROJECT NO.: CS09
 PCN: 037678MT01
 TYPE OF WORK: 2009 CHIP SEAL IN BEAUFORT COUNTY.
 APPROXIMATE LENGTH: 9.6200 MILES
 DBE GOAL: 0.00%
 COST OF PROPOSAL: \$15.00
 ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
48.600000	TON	MAINTENANCE STONE
4860.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
115162.993000	SY	ASPHALT SURFACE TREATMENT (SINGLE TREATMENT)
400.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
13920.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
200.000000	LF	12" WH. SLD. LNS. - F. D. PNT.
280.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
1610.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
17850.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
650.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 04/30/2009

BID EXPRESS CALL NO. 060

BERKELEY COUNTY

SC FILE NO.: 08.100901

PROJECT NO.: MR09

PCN: 037425MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN BERKELEY COUNTY.

APPROXIMATE LENGTH: 4.2500 MILES

DBE GOAL: 0.00%

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
18.000000	SY	REM. & DISP. OF EXIST. PVMT.
1.000000	LS	SITE EXCAVATION
742.000000	CY	BORROW EXCAVATION
105.000000	STA	EXCAVATION FOR SHOULDER PAVING
105.000000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
35380.000000	SY	CEM. MOD. RECYC. BASE (10" UNIF.)
1062.000000	TON	PORT.CEM.FOR CEM.MOD.REC.BASE
16.700000	TON	MAINTENANCE STONE
464.640000	TON	H/M ASPHALT BASE COURSE - TYPE B
460.503000	TON	LIQUID ASPHALT BINDER PG64-22
1650.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
20.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 12" UNIF.
20460.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
742.720000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
588.507000	TON	H/M ASPHALT SURFACE COURSE TYPE B
2527.640000	TON	H/M ASPHALT SURFACE COURSE TYPE CM
3373.303000	TON	H/M ASPHALT SURFACE COURSE TYPE C
253.250000	TON	H/M ASPHALT SURFACE COURSE TYPE D
80.000000	TON	H/M ASPHALT CONC. SURFACE COURSE FOR DITCH PAVING
288.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
70.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
16900.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
750.000000	LF	8" WH. SLD. LNS. - CROSSWALK & CHANN. - F. D. PNT.
544.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
3.000000	EA	RR. XING SYMBOLS - F. D. PNT.
500.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
29200.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
70.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.

16900.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
750.000000	LF	8" WH. SLD. LNS. - THERMO. - 125 MIL.
544.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
3.000000	EA	RR. XING SYMBOLS - THERMO. - 125 MIL.
29200.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
7.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
234.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
30.000000	SY	CONCRETE SIDEWALK (4" UNIF.)
400.000000	LF	BITUMINOUS CURB
100.000000	LF	10" PIPE SLOPE DRAIN
1.000000	EA	METAL INTAKE SPILLWAY ASSY.
1.000000	EA	10" SLOPE DRAIN END PROTECTOR
50.000000	TON	HAND PLACED RIPRAP
300.000000	SY	GEOTEX. FOR EROSION CONTROL UNDER RIPRAP (CL. 2) - TYPE C
450.000000	LF	STEEL BEAM GR. (THRIE BEAM)
4.000000	EA	END TERM. - TYPE T
9.240000	MSY	PERM. VEGETATION
650.000000	LF	SILT FENCE

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 05/31/2009

BID EXPRESS CALL NO. 070

COLLETON COUNTY

SC FILE NO.: 15.100901

PROJECT NO.: MR09

PCN: 037427MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN COLLETON COUNTY.

APPROXIMATE LENGTH: 4.2800 MILES

DBE GOAL: 0.00%

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
40.000000	LF	REM. & DISP. OF EXIST. CURB
768.000000	CY	BORROW EXCAVATION
19700.000000	SY	CEM. MOD. RECYC. BASE (8" UNIF.)
594.000000	TON	PORT.CEM.FOR CEM.MOD.REC.BASE
22.500000	TON	MAINTENANCE STONE
448.852000	TON	LIQUID ASPHALT BINDER PG64-22
2250.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
200.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
197.120000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
1015.920000	TON	H/M ASPHALT SURFACE COURSE TYPE CM
4969.739000	TON	H/M ASPHALT SURFACE COURSE TYPE C
1337.500000	TON	H/M ASPHALT SURFACE COURSE TYPE D
96.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
4200.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
80.000000	LF	8" WH. SLD. LNS. - CROSSWALK & CHANN. - F. D. PNT.
546.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
1.000000	EA	RR. XING SYMBOLS - F. D. PNT.
15100.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
4200.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
80.000000	LF	8" WH. SLD. LNS. - THERMO. - 125 MIL.
456.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
1.000000	EA	RR. XING SYMBOLS - THERMO. - 125 MIL.
15100.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.

190.000000 EA PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
 40.000000 LF CONCRETE CURB & GUTTER (2'-0")
 1.000000 EA HANDICAP RAMP (CONC.)
 11.520000 MSY PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 04/30/2009

BID EXPRESS CALL NO. 080

DARLINGTON, DILLON, FLORENCE & MARLBORO COUNTIES

SC FILE NOS.: 16.100901, 17.100901, 21.100901, & 35.100901

PROJECT NO.: MR09

PCN: 037416MT01, 037417MT01, 037418MT01, 037422MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN DARLINGTON, DILLON, FLORENCE, AND MARLBORO COUNTIES.

APPROXIMATE LENGTH: 22.6800 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000 LS MOBILIZATION
 1.000000 LS TRAFFIC CONTROL
 1.000000 LS CPM PROGRESS SCHEDULE
 87.000000 SY REM. & DISP. OF EXIST. PVMT.
 526.400000 CY UNCLASSIFIED EXCAVATION
 2726.000000 CY BORROW EXCAVATION
 1601.670000 STA EXCAVATION FOR SHOULDER PAVING
 1601.670000 STA HAULING OF EXCAVATED SHOULDER MATERIAL
 88.415000 TON MAINTENANCE STONE
 2571.947000 TON H/M ASPHALT BASE COURSE - TYPE A
 2813.359000 TON LIQUID ASPHALT BINDER PG64-22
 4172.664000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
 2868.800000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIF.
 9412.000000 SY MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
 20889.879000 TON H/M ASPHALT INTERMEDIATE COURSE TYPE C
 72.750000 TON H/M ASPHALT SURFACE COURSE TYPE C
 27961.350000 TON H/M ASPHALT SURFACE COURSE TYPE D
 3247.000000 SF PERM. CONSTRUCTION SIGNS (GRD. MTD.)
 500.000000 LF 4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
 205405.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 324.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
 2.000000 EA RR. XING SYMBOLS - F. D. PNT.
 28239.000000 LF 4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
 138396.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 210882.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 324.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
 2.000000 EA RR. XING SYMBOLS - THERMO. - 125 MIL.
 34800.000000 LF 4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
 149673.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 1485.000000 EA PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
 300.000000 LF CONCRETE CURB & GUTTER (2'-6")
 16.000000 EA HANDICAP RAMP (CONC.)
 53.100000 MSY PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 09/30/2009

BID EXPRESS CALL NO. 090**DORCHESTER COUNTY*****SC FILE NOS.: 18.146B, 18.159B****PROJECT NOS.: SA18(003), SA18(006)****PCN: 032907R, 034444R****TYPE OF WORK: INTERSECTION IMPROVEMENTS ON SC 61/US 17 ALT. WEST IN DORCHESTER COUNTY.**
APPROXIMATE LENGTH: 0.9370 MILES**DBE GOAL: 0.00%****COST OF PLANS: \$39.00****COST OF CROSS-SECTIONS: \$27.00****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000	LS	MOBILIZATION
2.000000	EA	CONSTRUCTION STAKES, LINES, & GRADES
1.000000	LS	UTILITY STAKING
1.000000	LS	QUALITY CONTROL FOR EARTHWORK
1.000000	LS	QUALITY CONTROL FOR BASES AND SUBBASES
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
1.000000	LS	AS-BUILT CONSTRUCTION PLANS
1.000000	LS	CLEARING & GRUBBING WITHIN ROADWAY
1670.000000	LF	REM. & DISP. OF EXIST. CURB
2510.000000	SY	REM. & DISP. OF EXIST. ASPHALT PVMT.
2530.000000	CY	UNCLASSIFIED EXCAVATION
28760.000000	CY	BORROW EXCAVATION
11965.000000	SY	FINE GRADING
100.000000	CY	FLOWABLE FILL
300.000000	TON	MAINTENANCE STONE
4540.000000	TON	H/M ASPHALT BASE COURSE - TYPE A
530.000000	TON	LIQUID ASPHALT BINDER PG64-22
360.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
900.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
3980.000000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE B
2450.000000	TON	H/M ASPHALT SURFACE COURSE TYPE A
560.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
2.000000	EA	PORT. TERM. IMPACT ATTEN. - TEST LEVEL - 2
2.000000	EA	ANCHOR KIT - PORT. TERM. ATTEN. (TEST LEVEL 2)
215.000000	LF	TEMP. CONC. BARR.
209.000000	EA	TEMP. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
132.000000	EA	TEMP. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
364.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
27603.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
750.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
38254.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
404.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
9587.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
208.000000	LF	8" WH. SLD. LNS. - THERMO. - 125 MIL.
537.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
12.000000	EA	WH. S. ARWS. - THERMO. - 125 MIL.
12.000000	EA	WH. WORD MSG. "ONLY" - THERMO. - 125 MIL.
18043.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
539.000000	LF	24" YEL. SLD. LNS. - THERMO. - 125 MIL.
24.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
127.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
400.000000	LF	REMOVAL OF PAVEMENT MARKINGS
18.000000	SF	FLAT SHEET, T III, FIXED SIZE & MSG. SIGN
100.000000	LF	1.0" GALV. RIGID CONDUIT
2270.000000	LF	1.0" SCHD. 80 PVC CONDUIT

160.000000	LF	2.0" SCHD. 80 PVC CONDUIT
25.000000	LF	3.0" SCHD. 80 PVC CONDUIT
825.000000	LF	NO. 14 CU. WIRE, 4 COND. - BLACK
4560.000000	LF	NO. 14 CU. WIRE, 4 COND. - GRAY
930.000000	LF	NO. 14 CU. WIRE, 8 COND. - BLACK
2400.000000	LF	NO. 14 CU. WIRE, 8 COND. - GRAY
2550.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
1245.000000	LF	SAWCUT FOR LOOP DETECTOR
2.000000	EA	TELEPHONE SERV. FOR TRAF. SGNL.
4.000000	EA	ELECT. SERV. FOR TRAF. SGNL.
21.000000	EA	13"X 24"X 18" DEEP ELECT. UNDERGRD. ENCLOSURE / HD
1.000000	EA	35' CONCRETE STRAIN POLE
3.000000	EA	40' CONCRETE STRAIN POLE
4.000000	EA	45' CONCRETE STRAIN POLE
1125.000000	LF	3/8" GALVANIZED STEEL CABLE
4.000000	EA	12" 1-WAY - 5 SECT. (R.Y.YA.G.GA) VEH. TRAF. SGNL.
16.000000	EA	12" 1-WAY - 3 SECT. (R.Y.G.) VEH. TRAF. SGNL.
4.000000	EA	12" 1-WAY - 1 SECT. (YEL.) VEH. TRAF. SGNL.
1.000000	LS	INTEGRATION
2.000000	EA	INSTALL BREAKAWAY AL. PEDESTAL POLE
2.000000	EA	INSTALL CNTRL. - B.MTD. CAB.
2.000000	EA	INSTALL LOCAL COORDINATION UNIT (LCU)
2.000000	EA	INSTALL SPLICE - CAB. WITH FLASHER - CAB.
6.000000	EA	INSTALL LOOP DETECTOR AMP.
1.000000	LS	INSTALL SCDOT SUPPLIED SCHOOL FLASHERS (TWO)
216.000000	LF	18" RCP CUL. - CLASS III - WITH ASTM C-443 JNT.
80.000000	LF	24" RCP CUL. - CLASS III - WITH ASTM C-443 JNT.
1.000000	EA	18" RCP CUL.-CLASS III-WITH ASTM C-443 JNT.-BEV. END SECT.
6.000000	EA	24" RCP CUL.-CLASS III-WITH ASTM C-443 JNT.-BEV. END SECT.
4.000000	EA	DROP INLET (24"X 36")
226.000000	LF	CONCRETE CURB & GUTTER (2'-0")
91.000000	SY	CONCRETE MEDIAN
26.000000	CY	AGGR. UNDERDRAIN
200.000000	LF	6" PERF. PIPE UNDERDRAIN
7.000000	TON	RIPRAP (CLASS A)
13.000000	SY	GEOTEX. FOR EROSION CONTROL UNDER RIPRAP (CL. 2) - TYPE D
2875.000000	LF	STEEL BEAM GR.
2.000000	EA	END ANCHOR - TYPE B
6.000000	EA	END TERM. - TYPE T
582.000000	LF	RESET FENCE
10.000000	LF	RESET CHAIN-LINK FENCE
24.000000	EA	RIGHT OF WAY MARKER (REBAR & CAP)
27.000000	MSY	PERM. VEGETATION
13.500000	MSY	TEMP. VEGETATION
40.500000	MSY	MOWING
3.190000	MSY	TEMP. EROSION CONTROL BLANKET (CLASS A)
2.900000	MSY	TEMP. EROSION CONTROL BLANKET (CLASS B)
336.000000	LF	SEDIMENT TUBE - 20" DIA.
10600.000000	LF	SILT FENCE
1060.000000	LF	REPLACE/REPAIR SILT FENCE
425.000000	CY	SILT BASINS
2650.000000	LF	REMOVAL OF SILT RETAINED BY SILT FENCE
1.000000	EA	INLET STRUCTURE FILTER - TYPE B
1.000000	EA	INLET STRUCTURE FILTER - TYPE D2

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 07/31/2009

BID EXPRESS CALL NO. 100**FAIRFIELD COUNTY****SC FILE NO.: 20.127B****PROJECT NO.: CR20****PCN: 032303R****TYPE OF WORK: CRISOS PROJECT IN FAIRFIELD COUNTY.****APPROXIMATE LENGTH: 11.7000 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
1.000000	ACRE	SELECTED CLEARING & GRUBBING
1.000000	LS	REM. & DISP. ITEMS
39.000000	CY	UNCLASSIFIED EXCAVATION
1015.000000	CY	BORROW EXCAVATION
73.000000	STA	STATION GRADING
1245.000000	STA	EXCAVATION FOR SHOULDER PAVING
1245.000000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
518.506000	TON	LIQUID ASPHALT BINDER PG64-22
1750.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
7957.200000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
2276.000000	TON	H/M ASPHALT SURFACE COURSE TYPE D
182000.000000	SY	ASPHALT SURFACE TREATMENT (DOUBLE TREATMENT) TYPE 5
568.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
127000.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
300.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
1800.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
125400.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
300.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
2050.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
126400.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
805.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
127000.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. PROFILE
178.000000	LF	15" RCP CUL. - CLASS III
52.000000	LF	18" RCP CUL. - CLASS III
16.000000	LF	24" RCP CUL. - CLASS III
12.000000	LF	30" RCP CUL. - CLASS III
1.000000	EA	48"X 48" JUNCTION BOX
290.000000	TON	RIPRAP (CLASS A)
775.000000	SY	GEOTEX. FOR EROSION CONTROL UNDER RIPRAP (CL. 2) - TYPE C
2000.000000	LF	STEEL BEAM GR.
14.000000	EA	END TERM. - TYPE T
1055.000000	LF	WOVEN WIRE FENCE - TYPE 1 WITH 1 STRAND BW.
450.000000	LF	WOVEN WIRE FENCE - TYPE 1 WITH 2 STRANDS BW.
500.000000	LF	BW. FENCE - 5 STRANDS
125.000000	LF	60" CHAIN-LINK FENCE
7.550000	MSY	PERM. VEGETATION
6.600000	MSY	TEMP. EROSION CONTROL BLANKET (CLASS A)
6300.000000	LF	SILT FENCE
6200.000000	LF	REPLACE/REPAIR SILT FENCE
6200.000000	LF	REMOVAL OF SILT RETAINED BY SILT FENCE
130.000000	TON	AGGR. NO. 5 FOR EROSION CONTROL

ALL QUANTITIES ARE APPROXIMATE.**COMPLETION DATE: 08/31/2008**

BID EXPRESS CALL NO. 110**FLORENCE COUNTY*****SC FILE NO.: 21.174BR1**

FAP NO.: SA21(005)

PCN: 030215RRI

TYPE OF WORK: INTERSECTION IMPROVEMENTS AT S-21-358 AND S-21-26 IN FLORENCE COUNTY.

APPROXIMATE LENGTH: 0.6440 MILES

DBE GOAL: 9.00%

COST OF PLANS: \$49.50

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	EA	CONSTRUCTION STAKES, LINES, & GRADES
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
1.000000	LS	AS-BUILT CONSTRUCTION PLANS
1.000000	LS	CLEARING & GRUBBING WITHIN RIGHT OF WAY
1.000000	EA	REM. & DISP. OF EXIST. JUNCTION BOX
1145.000000	SY	REM. & DISP. OF EXIST. ASPHALT PVMT.
12428.000000	CY	UNCLASSIFIED EXCAVATION
1500.000000	CY	BORROW EXCAVATION
1000.000000	CY	MUCK EXCAVATION
8020.000000	SY	FINE GRADING
3.000000	CY	FLOWABLE FILL
100.000000	TON	MAINTENANCE STONE
4236.000000	TON	H/M ASPHALT BASE COURSE - TYPE B
434.000000	TON	LIQUID ASPHALT BINDER PG64-22
100.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIF.
1500.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
642.000000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
3207.000000	TON	H/M ASPHALT SURFACE COURSE TYPE C
50.000000	TON	H/M ASPHALT CONC. SURFACE COURSE FOR DITCH PAVING
384.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
1.000000	EA	CONSTRUCTION ZONE ELECTRIC CHANGEABLE MESSAGE SIGN (TRAILER
290.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
10200.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
142.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
2.000000	EA	WH. S. ARWS. - LEFT, STR., & RIGHT - F. D. PNT.
16650.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
290.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
5100.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
142.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
2.000000	EA	WH. S. ARWS. - THERMO. - 125 MIL.
2.000000	EA	WH. WORD MSG. "ONLY" - THERMO. - 125 MIL.
11100.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
20.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
10.000000	EA	PERM. YEL. PVMT. MARKERS - MONO-DIR. - 4"X 4"
180.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
106.380000	SF	FLAT SHEET, T III, FIXED SIZE & MSG. SIGN
28.750000	SF	FLAT SHEET, T III, SIZE DETERM. BY MSG. SIGN
268.000000	LF	U-SECT. POST FOR SIGN SUPPORTS - 3P
19.330000	LF	U-SECT. POST FOR SIGN BRACING - 2P
250.000000	LF	1.0" SCHD. 80 PVC CONDUIT
1050.000000	LF	2.0" SCHD. 80 PVC CONDUIT
30.000000	LF	3.0" SCHD. 80 PVC CONDUIT
4300.000000	LF	NO. 14 CU. WIRE, 4 COND. - GRAY
720.000000	LF	NO. 14 CU. WIRE, 8 COND. - BLACK

3400.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
1560.000000	LF	SAWCUT FOR LOOP DETECTOR
1.000000	EA	ELECT. SERV. FOR TRAF. SGNL.
11.000000	EA	13"X 24"X 18" DEEP ELECT. UNDERGRD. ENCLOSURE / HD
4.000000	EA	13"X 28' STEEL STRAIN POLE
450.000000	LF	3/8" GALVANIZED STEEL CABLE
1.000000	EA	170 CNTRL. WITH 332A MOD. CAB. - BASE MTD.
6.000000	EA	LOOP DETECT. AMP. WITH HARN.-2 CHAN. WITH DEL WITH EXT TIM.
3.000000	EA	12" 1-WAY - 5 SECT. (R.Y.YA.G.GA) VEH. TRAF. SGNL.
5.000000	EA	12" 1-WAY - 3 SECT. (R.Y.G.) VEH. TRAF. SGNL.
4.000000	EA	PEDESTRIAN PUSH BUTTON AND SIGN (CUSTOM MSG.)
8.000000	EA	VEH. TRAF. SGNL. HEAD MTG. ASSY. FOR SPAN WIRE
1.000000	LS	REM., SAL., & DISPOSAL OF EXIST. TRAF. SGNL. EQUIPMENT
1.000000	LS	TEMP. ADJ. OF TRAF. SGNL. EQUIPMENT
1.000000	LS	INTEGRATION
112.000000	CY	CONC. FOR STRUCTURES - CLASS 3000 (RDWY.)
11200.000000	LB	REINFORCING STEEL FOR STRUCTURES (RDWY.)
100.000000	LF	15" RCP CUL. - CLASS III
524.000000	LF	18" RCP CUL. - CLASS III
132.000000	LF	48" RCP CUL. - CLASS III
436.000000	LF	14"X 23" HOR. ELLIP. (HE) RCP CUL. - CLASS HE-III
68.000000	LF	29"X 45" HOR. ELLIP. (HE) RCP CUL. - CLASS HE-III
6.000000	EA	CB - TYPE 16
2.000000	EA	DROP INLET (24"X 36")
1.000000	EA	MANHOLE
1.000000	EA	36"X 36" JUNCTION BOX
2.000000	EA	36"X 60" JUNCTION BOX
4.840000	LF	EXTRA DEPTH OF BOX
1.000000	EA	MANHOLE (TOP ONLY)
1500.000000	LF	CONCRETE CURB & GUTTER (2'-0")
13.000000	CY	AGGR. UNDERDRAIN (AGGR. NO. 57)
100.000000	LF	6" PERF. PIPE UNDERDRAIN
111.000000	TON	RIPRAP (CLASS A)
274.000000	SY	GEOTEX. FOR EROSION CONTROL UNDER RIPRAP (CL. 2) - TYPE B
1.000000	LS	MOVING ITEM NO. 1
1.000000	LS	MOVING ITEM NO. 2
1.000000	LS	MOVING ITEM NO. 3
1.000000	LS	MOVING ITEM NO. 4
1.000000	LS	RIGHT OF WAY SURVEY
39.000000	EA	RIGHT OF WAY MARKER (REBAR & CAP)
30.685000	MSY	PERM. VEGETATION
15.343000	MSY	TEMP. VEGETATION
61.370000	MSY	MOWING
0.659000	MSY	TURF REINF.MATting (TRM)-TYPE 1
48.000000	LF	INLET STRUCTURE FILTER - TYPE-F (WEIGHT)
360.000000	LF	SEDIMENT TUBE - 20" DIA.
5824.000000	LF	SILT FENCE
582.400000	LF	REPLACE/REPAIR SILT FENCE
1456.000000	LF	REMOVAL OF SILT RETAINED BY SILT FENCE
550.000000	SY	STAB. CONSTRUCTION ENTRANCE
24.000000	LF	18" RCP CUL. - CLASS III
2.000000	EA	18" RCP CUL. BEV. END SECT. - CLASS III
40.000000	LF	18" CORR. POLYETHYLENE (PE) PIPE CUL. (TYPE S)
40.000000	LF	24" CORR. AL. ALLOY PIPE CUL. - 0.060"

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 05/31/2009

BID EXPRESS CALL NO. 120**GEORGETOWN, Horry, MARION & WILLIAMSBURG COUNTIES****SC FILE NOS.: 22.100901, 26.100901, 34.100901, & 45.100901****PROJECT NO.: MR09****PCN: 037419MT01, 037420MT01, 037421MT01, 037423MT01****TYPE OF WORK: 2009 SECONDARY RESURFACING IN GEORGETOWN, Horry, MARION, AND WILLIAMSBURG COUNTIES.****APPROXIMATE LENGTH: 18.4700 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
2544.000000	CY	BORROW EXCAVATION
836.500000	STA	EXCAVATION FOR SHOULDER PAVING
836.500000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
15206.000000	SY	CEM. MOD. RECYC. BASE (10" UNIF.)
456.000000	TON	PORT.CEM.FOR CEM.MOD.REC.BASE
51.826000	TON	MAINTENANCE STONE
1170.400000	TON	H/M ASPHALT BASE COURSE - TYPE C
2211.978000	TON	LIQUID ASPHALT BINDER PG64-22
5182.570000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
14231.946000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
5670.240000	TON	H/M ASPHALT SURFACE COURSE TYPE B
1366.000000	TON	H/M ASPHALT SURFACE COURSE TYPE C
17941.626000	TON	H/M ASPHALT SURFACE COURSE TYPE D
2184.500000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
133245.200000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
24.000000	LF	12" WH. SLD. LNS. - F. D. PNT.
68.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
25176.800000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
49069.800000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
66994.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
24.000000	LF	12" WH. SLD. LNS. - THERMO. - 125 MIL.
58.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
13520.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
30073.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
12.000000	LF	24" YEL. SLD. LNS. - THERMO. - 125 MIL.
1208.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
48.480000	MSY	PERM. VEGETATION
600.000000	LF	SILT FENCE

ALL QUANTITIES ARE APPROXIMATE.**COMPLETION DATE: 07/31/2009**

BID EXPRESS CALL NO. 130**GEORGETOWN & WILLIAMSBURG COUNTIES****SC FILE NOS.: 22.290902 & 45.290902****PROJECT NO.: DP08****PCN: 037487MT01, 037489MT01****TYPE OF WORK: 2009 FULL DEPTH IN GEORGETOWN AND WILLIAMSBURG COUNTIES.****APPROXIMATE LENGTH: 20.3100 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000 LS MOBILIZATION
 1.000000 LS TRAFFIC CONTROL
 1.000000 LS CPM PROGRESS SCHEDULE
 90.750000 TON MAINTENANCE STONE
 229.200000 TON LIQUID ASPHALT BINDER PG64-22
 9075.000000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
 3820.000000 TON H/M ASPHALT SURFACE COURSE TYPE D
 978.000000 SF PERM. CONSTRUCTION SIGNS (GRD. MTD.)

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 04/30/2009

BID EXPRESS CALL NO. 140

GREENVILLE & SPARTANBURG COUNTIES

SC FILE NOS.: 23.100901 & 42.100901

PROJECT NO.: MR09

PCN: 037405MT01, 037408MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN GREENVILLE AND SPARTANBURG COUNTIES.

APPROXIMATE LENGTH: 9.5800 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000 LS MOBILIZATION
 1.000000 LS TRAFFIC CONTROL
 1.000000 LS CPM PROGRESS SCHEDULE
 7498.000000 CY BORROW EXCAVATION
 195.000000 STA EXCAVATION FOR SHOULDER PAVING
 195.000000 STA HAULING OF EXCAVATED SHOULDER MATERIAL
 1184.550000 TON
 18070.000000 SY CEM. MOD. RECYC. BASE (8" UNIF.)
 54502.000000 SY CEM. MOD. RECYC. BASE (10" UNIF.)
 2756.000000 TON PORT.CEM.FOR CEM.MOD.REC.BASE
 111.000000 TON MAINTENANCE STONE
 1471.168000 TON LIQUID ASPHALT BINDER PG64-22
 100.000000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
 3600.000000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIF.
 57135.000000 SY MILLING EXIST. ASPHALT PAVEMENT 2.0"
 4000.000000 SY MILLING EXIST. ASPHALT PAVEMENT 3.5"
 9993.867000 TON H/M ASPHALT INTERMEDIATE COURSE TYPE B
 4281.493000 TON H/M ASPHALT INTERMEDIATE COURSE TYPE C
 9308.640000 TON H/M ASPHALT SURFACE COURSE TYPE B
 5065.940000 TON H/M ASPHALT SURFACE COURSE TYPE CM
 2652.000000 SF PERM. CONSTRUCTION SIGNS (GRD. MTD.)
 200.000000 LF 4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
 303100.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 420.000000 LF 6" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 1118.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
 12.000000 EA WH. S. ARWS. - LEFT, STR., & RIGHT - F. D. PNT.
 2.000000 EA WH. COMBO. ARWS. (STR. & RIGHT OR STR. & LEFT) - F. D. PNT.
 2.000000 EA RR. XING SYMBOLS - F. D. PNT.
 1500.000000 LF 4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
 309154.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 100.000000 LF 4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
 85784.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 160.000000 LF 6" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 536.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
 4.000000 EA WH. S. ARWS. - THERMO. - 125 MIL.

2.000000	EA	WH. WORD MSG. "STOP AHEAD" - THERMO. - 125 MIL.
1.000000	EA	WH. COMBO. ARWS. - THERMO. - 125 MIL.
4.000000	EA	RR. XING SYMBOLS - THERMO. - 125 MIL.
500.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
101157.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
10.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
12.000000	EA	PERM. YEL. PVMT. MARKERS - MONO-DIR. - 4"X 4"
1303.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
16685.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. PROFILE
2250.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
800.000000	LF	SAWCUT FOR LOOP DETECTOR
28.740000	MSY	PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 08/31/2009

BID EXPRESS CALL NO. 150

GREENWOOD COUNTY

SC FILE NO.: 24.100901

PROJECT NO.: MR09

PCN: 037399MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN GREENWOOD COUNTY.

APPROXIMATE LENGTH: 2.5600 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
374.000000	CY	BORROW EXCAVATION
2633.000000	TON	AGGREGATE NO. CR - 14
26330.000000	SY	CEM. MOD. RECYC. BASE (6" UNIF.)
631.920000	TON	PORT.CEM.FOR CEM.MOD.REC.BASE
14.000000	TON	MAINTENANCE STONE
206.441000	TON	LIQUID ASPHALT BINDER PG64-22
1400.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
800.000000	SY	MILLING EXIST. ASPHALT PAVEMENT 1.5"
6320.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
979.350000	TON	H/M ASPHALT SURFACE COURSE TYPE C
2461.340000	TON	H/M ASPHALT SURFACE COURSE TYPE D
26330.000000	SY	ASPHALT SURFACE TREATMENT (SINGLE TREATMENT)
628.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
19750.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
68.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
19750.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
19750.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
68.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
19750.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
171.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
732.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
244.000000	LF	SAWCUT FOR LOOP DETECTOR
5.610000	MSY	PERM. VEGETATION
200.000000	LF	SEDIMENT TUBE - 20" DIA.
2000.000000	LF	SILT FENCE
200.000000	LF	REPLACE/REPAIR SILT FENCE
500.000000	LF	REMOVAL OF SILT RETAINED BY SILT FENCE

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 04/30/2009

BID EXPRESS CALL NO. 160**HORRY COUNTY**

SC FILE NOS.: 26.037583A, 26.037584A, 26.037585A, & 26.037586A

PROJECT NOS.: C-37583, C-37584, C-37585, C-37586

PCN: 037583CP01, 037584CP01, 037585CP01, 037586CP01

TYPE OF WORK: RESURFACING ON VARIOUS ROADS IN HORRY COUNTY.

APPROXIMATE LENGTH: 3.4500 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
606.000000	CY	BORROW EXCAVATION
319.970000	STA	EXCAVATION FOR SHOULDER PAVING
319.970000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
17.110000	TON	MAINTENANCE STONE
425.456000	TON	LIQUID ASPHALT BINDER PG64-22
1711.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
500.000000	SY	MILLING EXIST. ASPHALT PAVEMENT 2.0"
1190.640000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
5368.000000	TON	H/M ASPHALT SURFACE COURSE TYPE B
1217.750000	TON	H/M ASPHALT SURFACE COURSE TYPE C
646.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
37643.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
63.000000	LF	12" WH. SLD. LNS. - F. D. PNT.
4.000000	EA	WH. S. ARWS. - LEFT, STR., & RIGHT - F. D. PNT.
2.000000	EA	WH. WORD MSG. "ONLY" - F. D. PNT.
2659.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
8052.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
37643.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
63.000000	LF	12" WH. SLD. LNS. - THERMO. - 125 MIL.
4.000000	EA	WH. S. ARWS. - THERMO. - 125 MIL.
2.000000	EA	WH. WORD MSG. "ONLY" - THERMO. - 125 MIL.
2659.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
18385.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
8.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
237.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
400.000000	LF	24" RCP CUL. - CLASS III
3.000000	EA	DROP INLET (24"X 36")
10.350000	MSY	PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 05/31/2009

BID EXPRESS CALL NO. 170**HORRY, MARION & WILLIAMSBURG COUNTIES**

SC FILE NOS.: 26.220901, 34.220901, & 45.220901

PROJECT NO.: CS09

PCN: 037512MT01, 037513MT01, 037515MT01

TYPE OF WORK: 2009 CHIP SEAL IN HORRY, MARION, AND WILLIAMSBURG COUNTIES.

APPROXIMATE LENGTH: 107.5000 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
1261333.317000	SY	ASPHALT SURFACE TREATMENT (SINGLE TREATMENT)
5035.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
687740.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
61500.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
317518.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
13790.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 10/31/2009

BID EXPRESS CALL NO. 180

JASPER COUNTY

SC FILE NOS.: 27.100901, & 27.290902

PROJECT NOS.: MR09, DP09

PCN: 037429MT01, 037490MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING AND FULL DEPTH IN JASPER COUNTY.

APPROXIMATE LENGTH: 26.6100 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
470.000000	CY	BORROW EXCAVATION
21.000000	STA	EXCAVATION FOR SHOULDER PAVING
21.000000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
33.518000	TON	MAINTENANCE STONE
311.520000	TON	H/M ASPHALT BASE COURSE - TYPE B
203.669000	TON	LIQUID ASPHALT BINDER PG64-22
3251.750000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
100.000000	SY	MILLING EXIST. ASPHALT PAVEMENT 1.5"
289.813000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
2636.273000	TON	H/M ASPHALT SURFACE COURSE TYPE C
266.750000	TON	H/M ASPHALT SURFACE COURSE TYPE D
316.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
5700.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
216.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
4950.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
5700.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
183.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
650.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
4300.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
75.000000	EA	PERM. YEL. PVMT. MARKERS - MONO-DIR. - 4"X 4"
54.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
590.000000	LF	STEEL BEAM GR. (THRIE BEAM)
5.000000	EA	END ANCHOR - TYPE B
5.000000	EA	END TERM. - TYPE T
6.880000	MSY	PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 04/30/2009

BID EXPRESS CALL NO. 190**LAURENS COUNTY****SC FILE NO.: 30.100901****PROJECT NO.: MR09****PCN: 037400MT01****TYPE OF WORK: 2009 SECONDARY RESURFACING IN LAURENS COUNTY.****APPROXIMATE LENGTH: 3.7700 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
238.000000	CY	BORROW EXCAVATION
92.690000	TON	AGGREGATE NO. CR - 14
14403.000000	SY	CEM. MOD. RECYC. BASE (6" UNIF.)
345.740000	TON	PORT.CEM.FOR CEM.MOD.REC.BASE
59.300000	TON	MAINTENANCE STONE
349.975000	TON	LIQUID ASPHALT BINDER PG64-22
5930.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
29580.000000	SY	MILLING EXIST. ASPHALT PAVEMENT 2.0"
650.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
1440.266000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
4680.690000	TON	H/M ASPHALT SURFACE COURSE TYPE D
14402.933000	SY	ASPHALT SURFACE TREATMENT (SINGLE TREATMENT)
1390.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
11407.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
315.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
11407.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
11407.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
315.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
2.000000	EA	RR. XING SYMBOLS - THERMO. - 125 MIL.
11407.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
251.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
1.000000	EA	ADJUST D. I.
3.570000	MSY	PERM. VEGETATION
300.000000	LF	SEDIMENT TUBE - 20" DIA.
1250.000000	LF	SILT FENCE
125.000000	LF	REPLACE/REPAIR SILT FENCE
320.000000	LF	REMOVAL OF SILT RETAINED BY SILT FENCE

ALL QUANTITIES ARE APPROXIMATE.**COMPLETION DATE: 05/31/2009**

BID EXPRESS CALL NO. 200**LAURENS COUNTY****SC FILE NOS.: 30.161B, 30.162B, 30.171B, & 30.175B****PROJECT NO.: CR30****PCN: 032273R, 032806R, 034701R, 034698R****TYPE OF WORK: ROADWAY IMPROVEMENTS ON VARIOUS ROADS IN LAURENS COUNTY.****APPROXIMATE LENGTH: 32.0800 MILES****DBE GOAL: 0.00%****PLANS INCLUDED IN OR WITH PROPOSAL****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL

1.000000	LS	CPM PROGRESS SCHEDULE
15.717000	ACRE	SELECTED CLEARING
2150.000000	SY	REM. & DISP. OF EXIST. ASPHALT PVMT.
600.000000	LF	REM. OF EXIST. GR.
9452.000000	CY	BORROW EXCAVATION
3067.000000	STA	EXCAVATION FOR SHOULDER PAVING
3067.000000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
402.000000	TON	MAINTENANCE STONE
1143.566000	TON	LIQUID ASPHALT BINDER PG64-22
40200.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
20423.040000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
2721.000000	TON	H/M ASPHALT SURFACE COURSE TYPE C
409223.466000	SY	ASPHALT SURFACE TREATMENT (SINGLE TREATMENT)
1734.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
293975.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
162.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
1.000000	EA	RR. XING SYMBOLS - F. D. PNT.
10330.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
249685.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
162.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
1.000000	EA	RR. XING SYMBOLS - THERMO. - 125 MIL.
10330.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
237160.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
3391.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
338200.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. PROFILE
44.000000	LF	18" RCP CUL. - CLASS III
4825.000000	LF	STEEL BEAM GR.
550.000000	LF	STEEL BEAM GR. (THRIE BEAM)
34.000000	EA	END TERM. - TYPE T
16.000000	EA	THRIE BEAM GR. BR. CONNECTION
1544.000000	LF	ADDITIONAL LENGTH GR. POST
700.000000	LF	RESET FENCE
96.240000	MSY	PERM. VEGETATION
50.000000	LF	SEDIMENT TUBE - 20" DIA.
25433.000000	LF	SILT FENCE
2544.000000	LF	REPLACE/REPAIR SILT FENCE
2544.000000	LF	REMOVAL OF SILT RETAINED BY SILT FENCE

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 10/31/2010

BID EXPRESS CALL NO. 210

LEXINGTON COUNTY

SC FILE NO.: 32.100901

PROJECT NO.: MR09

PCN: 037394MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN LEXINGTON COUNTY.

APPROXIMATE LENGTH: 12.4400 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
336.000000	SY	REM. & DISP. OF EXIST. PVMT.
218.000000	CY	UNCLASSIFIED EXCAVATION
3124.000000	CY	BORROW EXCAVATION

844.840000	STA	EXCAVATION FOR SHOULDER PAVING
844.840000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
55.600000	TON	MAINTENANCE STONE
1488.540000	TON	LIQUID ASPHALT BINDER PG64-22
5560.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
2380.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
6696.214000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
7360.493000	TON	H/M ASPHALT SURFACE COURSE TYPE CM
10433.513000	TON	H/M ASPHALT SURFACE COURSE TYPE C
1658.060000	TON	H/M ASPHALT SURFACE COURSE TYPE D
2740.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
120.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
247808.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
828.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
1.000000	EA	WH. S. ARWS. - LEFT, STR., & RIGHT - F. D. PNT.
1.000000	EA	WH. COMBO. ARWS. (STR. & RIGHT OR STR. & LEFT) - F. D. PNT.
2.000000	EA	RR. XING SYMBOLS - F. D. PNT.
12820.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
198730.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
60.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
123904.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
828.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
1.000000	EA	WH. S. ARWS. - THERMO. - 125 MIL.
1.000000	EA	WH. COMBO. ARWS. - THERMO. - 125 MIL.
2.000000	EA	RR. XING SYMBOLS - THERMO. - 125 MIL.
6410.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
99365.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
907.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
105.000000	LF	1.0" SCHD. 80 PVC CONDUIT
1076.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
590.000000	LF	SAWCUT FOR LOOP DETECTOR
37.320000	MSY	PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.
COMPLETION DATE: 07/31/2009

BID EXPRESS CALL NO. 220

LEXINGTON & RICHLAND COUNTIES

SC FILE NOS.: 32.290903 & 40.290903

PROJECT NO.: DR09

PCN: 037674MT01, 037676MT01

TYPE OF WORK: 2009 FULL DEPTH RECLAMATION IN LEXINGTON AND RICHLAND COUNTIES.

APPROXIMATE LENGTH: 1.1200 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
224.000000	CY	BORROW EXCAVATION
15066.000000	SY	CEM. MOD. RECYC. BASE (10" UNIF.)
479.000000	TON	PORT.CEM.FOR CEM.MOD.REC.BASE
88.162000	TON	LIQUID ASPHALT BINDER PG64-22
264.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
231.200000	TON	H/M ASPHALT SURFACE COURSE TYPE B
61.500000	TON	H/M ASPHALT SURFACE COURSE TYPE C
1195.940000	TON	H/M ASPHALT SURFACE COURSE TYPE D

238.000000 SF PERM. CONSTRUCTION SIGNS (GRD. MTD.)
 19440.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 50.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
 23664.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 9720.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 38.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
 11832.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 81.000000 EA PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
 3.360000 MSY PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 03/31/2009

BID EXPRESS CALL NO. 230

NEWBERRY COUNTY

SC FILE NO.: 36.100901

PROJECT NO.: MR09

PCN: 037402MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN NEWBERRY COUNTY.

APPROXIMATE LENGTH: 2.9400 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000 LS MOBILIZATION
 1.000000 LS TRAFFIC CONTROL
 1.000000 LS CPM PROGRESS SCHEDULE
 588.000000 CY BORROW EXCAVATION
 3007.200000 TON AGGREGATE NO. CR - 14
 30072.000000 SY CEM. MOD. RECYC. BASE (8" UNIF.)
 721.732000 TON PORT.CEM.FOR CEM.MOD.REC.BASE
 7.500000 TON MAINTENANCE STONE
 252.275000 TON LIQUID ASPHALT BINDER PG64-22
 750.000000 SY FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
 4204.587000 TON H/M ASPHALT SURFACE COURSE TYPE D
 30072.000000 SY ASPHALT SURFACE TREATMENT (SINGLE TREATMENT)
 692.000000 SF PERM. CONSTRUCTION SIGNS (GRD. MTD.)
 24605.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 135.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
 24605.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
 24605.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 135.000000 LF 24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
 24605.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 195.000000 EA PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
 8.820000 MSY PERM. VEGETATION
 500.000000 LF SEDIMENT TUBE - 20" DIA.
 2300.000000 LF SILT FENCE
 230.000000 LF REPLACE/REPAIR SILT FENCE
 575.000000 LF REMOVAL OF SILT RETAINED BY SILT FENCE

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 04/30/2009

BID EXPRESS CALL NO. 240

RICHLAND COUNTY

SC FILE NO.: 40.100901

PROJECT NO.: MR09

PCN: 037395MT01

TYPE OF WORK: 2009 SECONDARY RESURFACING IN RICHLAND COUNTY.
APPROXIMATE LENGTH: 7.4000 MILES

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
221.000000	SY	REM. & DISP. OF EXIST. PVMT.
34.000000	CY	UNCLASSIFIED EXCAVATION
1296.000000	CY	BORROW EXCAVATION
262.000000	STA	EXCAVATION FOR SHOULDER PAVING
262.000000	STA	HAULING OF EXCAVATED SHOULDER MATERIAL
57.770000	TON	MAINTENANCE STONE
987.015000	TON	LIQUID ASPHALT BINDER PG64-22
5777.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 6" UNIF.
15413.000000	SY	MILLING EXIST. ASPHALT PAVEMENT 1.0"
26792.000000	SY	MILLING EXIST. ASPHALT PAVEMENT 2.0"
9358.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
388.000000	SY	MILLING - VARIABLE - 2' WIDTH
3336.960000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE C
10824.348000	TON	H/M ASPHALT SURFACE COURSE TYPE C
2956.323000	TON	H/M ASPHALT SURFACE COURSE TYPE D
3334.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
1305.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
65209.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
2170.000000	LF	8" WH. SLD. LNS. - CROSSWALK & CHANN. - F. D. PNT.
1466.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
14.000000	EA	WH. S. ARWS. - LEFT, STR., & RIGHT - F. D. PNT.
1.000000	EA	WH. WORD MSG. "ONLY" - F. D. PNT.
1.000000	EA	WH. COMBO. ARWS. (STR. & RIGHT OR STR. & LEFT) - F. D. PNT.
4.000000	EA	RR. XING SYMBOLS - F. D. PNT.
1500.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
144156.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
1200.000000	LF	6" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
655.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
32605.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
1085.000000	LF	8" WH. SLD. LNS. - THERMO. - 125 MIL.
851.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
15.000000	EA	WH. S. ARWS. - THERMO. - 125 MIL.
2.000000	EA	WH. WORD MSG. "ONLY" - THERMO. - 125 MIL.
4.000000	EA	RR. XING SYMBOLS - THERMO. - 125 MIL.
750.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
73313.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
52.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
20.000000	EA	PERM. YEL. PVMT. MARKERS - MONO-DIR. - 4"X 4"
710.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
181.000000	LF	1.0" SCHD. 80 PVC CONDUIT
8298.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
2311.000000	LF	SAWCUT FOR LOOP DETECTOR
3.000000	EA	ADJUST CATCH BASIN
2.000000	EA	ADJUST MANHOLE
1.000000	EA	ADJUST D. I.
13.050000	MSY	PERM. VEGETATION

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 05/31/2009

BID EXPRESS CALL NO. 250**RICHLAND COUNTY*****SC FILE NO.: 40.234B****PROJECT NO.: SA40(010)****PCN: 032647R****TYPE OF WORK: INTERSECTION IMPROVEMENTS ON SC 12 (PERCIVAL ROAD) / ROAD AND S-63
(ALPINE ROAD) IN RICHLAND COUNTY.****APPROXIMATE LENGTH: 0.6050 MILES****DBE GOAL: 0.00%****COST OF PLANS: \$39.00****COST OF PROPOSAL: \$15.00****ITEMS OF WORK INCLUDE THE FOLLOWING:**

1.000000	LS	MOBILIZATION
1.000000	LS	TRAFFIC CONTROL
1.000000	LS	CPM PROGRESS SCHEDULE
1.000000	LS	CLEARING & GRUBBING WITHIN RIGHT OF WAY
1.000000	LS	REM. & DISP. ITEM NO. 1
1.000000	LS	REM. & DISP. ITEM NO. 2
1.000000	LS	REM. & DISP. ITEM NO. 3
5200.000000	SY	REM. & DISP. OF EXIST. ASPHALT PVMT.
6770.000000	CY	UNCLASSIFIED EXCAVATION
811.000000	CY	BORROW EXCAVATION
9965.000000	SY	FINE GRADING
5.000000	CY	FLOWABLE FILL
105.000000	TON	MAINTENANCE STONE
2890.000000	TON	H/M ASPHALT BASE COURSE - TYPE A
310.000000	TON	LIQUID ASPHALT BINDER PG64-22
140.000000	SY	FULL DEPTH ASPHALT PAVEMENT PATCHING - 8" UNIF.
535.000000	SY	MILLING EXIST. ASPHALT PAVEMENT (VARIABLE)
1910.000000	TON	H/M ASPHALT INTERMEDIATE COURSE TYPE B
1655.000000	TON	H/M ASPHALT SURFACE COURSE TYPE B
276.000000	SF	PERM. CONSTRUCTION SIGNS (GRD. MTD.)
82.000000	EA	TEMP. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
220.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - F. D. PNT.
12060.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - F. D. PNT.
78.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - F. D. PNT.
11.000000	EA	WH. S. ARWS. - LEFT, STR., & RIGHT - F. D. PNT.
60.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - F. D. PNT.
13870.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - F. D. PNT.
220.000000	LF	4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
6470.000000	LF	4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
78.000000	LF	24" WH. SLD. LNS. - STOP WITH DIAGONAL - THERMO. - 125 MIL.
11.000000	EA	WH. S. ARWS. - THERMO. - 125 MIL.
60.000000	LF	4" YEL. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
8080.000000	LF	4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
13.000000	EA	PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
105.000000	EA	PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
91.640000	SF	FLAT SHEET, T III, FIXED SIZE & MSG. SIGN
43.000000	SF	FLAT SHEET, T III, SIZE DETERM. BY MSG. SIGN
18.000000	SF	FLAT SHEET, T VIII OR IX, SIZE DETERM. BY MSG. SIGN - OH.
237.000000	LF	U-SECT. POST FOR SIGN SUPPORTS - 3P
33.330000	LF	U-SECT. POST FOR SIGN BRACING - 2P
1.000000	EA	REM. OH. SIGN STR. NO.
911.000000	LF	1.0" SCHD. 80 PVC CONDUIT
170.000000	LF	2.0" SCHD. 80 PVC CONDUIT
17.000000	LF	3.0" SCHD. 80 PVC CONDUIT
903.000000	LF	NO. 14 CU. WIRE, 4 COND. - GRAY

756.000000	LF	NO. 14 CU. WIRE, 8 COND. - BLACK
399.000000	LF	NO. 14 CU. WIRE, 8 COND. - GRAY
2193.000000	LF	NO. 14 CU. WIRE, 1 COND. FOR LOOP WIRE
677.000000	LF	SAWCUT FOR LOOP DETECTOR
1.000000	EA	ELECT. SERV. FOR TRAF. SGNL.
9.000000	EA	13"X 24"X 18" DEEP ELECT. UNDERGRD. ENCLOSURE / HD
4.000000	EA	13"X 28' STEEL STRAIN POLE
501.000000	LF	1/4" GALVANIZED STEEL CABLE
501.000000	LF	3/8" GALVANIZED STEEL CABLE
3.000000	EA	12" 1-WAY - 5 SECT. (R.Y.YA.G.GA) VEH. TRAF. SGNL.
3.000000	EA	12" 1-WAY - 3 SECT. (R.Y.G.) VEH. TRAF. SGNL.
6.000000	EA	VEH. TRAF. SGNL. HEAD MTG. ASSY. FOR SPAN WIRE
1.000000	LS	TEMP. ADJ. OF TRAF. SGNL. EQUIPMENT
1.000000	LS	INTEGRATION
1.000000	EA	INSTALL CNTRL. - B.MTD. CAB.
5.000000	EA	INSTALL LOOP DETECTOR AMP.
720.000000	LF	18" RCP CUL. - CLASS III
68.000000	LF	30" RCP CUL. - CLASS III
252.000000	LF	42" RCP CUL. - CLASS III
2.000000	EA	30" RCP CUL. BEV. END SECT. - CLASS III
4.000000	EA	42" RCP CUL. BEV. END SECT. - CLASS III
466.000000	LF	CLEANING EXIST. PIPE
2.000000	EA	CB - TYPE 9 MANHOLE
3.000000	EA	DROP INLET (24"X 36")
5.000000	EA	MANHOLE
2.000000	EA	36"X 36" JUNCTION BOX
7.500000	LF	EXTRA DEPTH OF BOX
2.000000	EA	JUNCT. BOX - CONV. CB TYPE 9
40.000000	CY	AGGR. UNDERDRAIN
300.000000	LF	6" PERF. PIPE UNDERDRAIN
2.000000	EA	6" UNDERDRAIN END PROTECTOR
152.000000	TON	RIPRAP (CLASS B)
461.000000	SY	GEOTEX. FOR EROSION CONTROL UNDER RIPRAP (CL. 2) - TYPE A
85.000000	LF	RESET FENCE
700.000000	LF	RESET CHAIN-LINK FENCE
1.000000	LS	MOVING ITEM NO. 1
1.000000	LS	MOVING ITEM NO. 2
1.000000	LS	MOVING ITEM NO. 3
1.000000	LS	MOVING ITEM NO. 4
1.000000	LS	MOVING ITEM NO. 5
1.000000	LS	MOVING ITEM NO. 6
1.000000	LS	MOVING ITEM NO. 7
1.000000	LS	MOVING ITEM NO. 8
1.000000	LS	MOVING ITEM NO. 9
1.000000	LS	MOVING ITEM NO. 10
1.000000	LS	MOVING ITEM NO. 11
1.000000	LS	MOVING ITEM NO. 12
17.000000	MSY	PERM. VEGETATION
8.500000	MSY	TEMP. VEGETATION
25.500000	MSY	MOWING
0.900000	MSY	TURF REINF.MATting (TRM)-TYPE 1
0.300000	MSY	TURF REINF.MATting (TRM)-TYPE 2
0.900000	MSY	TEMP. EROSION CONTROL BLANKET (CLASS A)
224.000000	LF	SEDIMENT TUBE - 20" DIA.
3674.000000	LF	SILT FENCE
368.000000	LF	REPLACE/REPAIR SILT FENCE
652.000000	CY	SILT BASINS
918.000000	LF	REMOVAL OF SILT RETAINED BY SILT FENCE

300.000000 LF TEMP. DIVERSION DIKE
 14.000000 LF INLET STRUCTURE FILTER - TYPE A
 283.000000 TON SEDIMENT DAM RIPRAP
 100.000000 SY AGGR. NO. 5 FOR EROSION CONTROL (6" UNIF.)
 550.000000 SY STAB. CONSTRUCTION ENTRANCE
 242.000000 LF TEMP. FLEX. PIPE SLOPE DRAIN - 8" DIA.

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 07/31/2009

BID EXPRESS CALL NO. 270

YORK COUNTY

SC FILE NO.: 46.037574A

PROJECT NO.: BR46 (016)

PCN: 037574PE01

TYPE OF WORK: BRIDGE PAINTING ON VARIOUS BRIDGES OVER/UNDER I-77 IN YORK COUNTY.
APPROXIMATE LENGTH: 0.0000 MILES

DBE GOAL: 0.00%

COST OF PLANS: \$15.00

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000 LS MOBILIZATION
 1.000000 LS TRAFFIC CONTROL
 1.000000 EA CONSTRUCTION ZONE ELECTRIC CHANGEABLE MESSAGE SIGN (TRUCK MO
 1.000000 LS ENVIRONMENTAL AND WORKER PROTECTION
 1.000000 LS CLEANING AND PAINTING EXIST. STRUCTURAL STEEL - BR. NO. 1
 1.000000 LS CLEANING AND PAINTING EXIST. STRUCTURAL STEEL - BR. NO. 2
 272.000000 LF RESEAL DECK EXPANSION JOINT

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 05/31/2009

BID EXPRESS CALL NO. 280

STATEWIDE COUNTY

SC FILE NO.: 47.037170AR1

FAP NO.: CRPP

PCN: 037170RD01R1

TYPE OF WORK: THE WORK ON THIS PROJECT CONSISTS OF REMOVING EXISTING THERMOPLASTIC PAVEMENT MARKINGS AND SURFACE MOUNTED RAISED MARKERS AND PROVIDING AND APPLYING VARIOUS WET-NIGHT THERMOPLASTIC PAVEMENT MARKINGS SYSTEMS ON A TOTAL OF 11.76 MILES OF ROADWAY LOCATED IN LEXINGTON AND RICHLAND COUNTIES. FIVE SEPARATE COMBINATIONS OF THERMOPLASTIC BINDERS AND BEAD SYSTEMS WILL BE APPLIED ON FIVE SEPARATE ROADWAY SEGMENTS FOR PRODUCT OBSERVATION AND LONG TERM EVALUATION OF WET NIGHT PERFORMANCE APPROXIMATE LENGTH: 11.7600 MILES.

DBE GOAL: 0.00%

PLANS INCLUDED IN OR WITH PROPOSAL

COST OF PROPOSAL: \$15.00

ITEMS OF WORK INCLUDE THE FOLLOWING:

1.000000 LS MOBILIZATION
 1.000000 LS TRAFFIC CONTROL
 800.000000 LF 4" WH. BRK. LNS. - GAPS EXCL. - THERMO. - 90 MIL.
 47900.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 54700.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. - 90 MIL.
 90.000000 EA PERM. CLR. PVMT. MARKERS - MONO-DIR. - 4"X 4"
 920.000000 EA PERM. YEL. PVMT. MARKERS - BI-DIR. - 4"X 4"
 180400.000000 LF REMOVAL OF PAVEMENT MARKINGS

32000.000000 LF 4" WH. SLD. LNS. - PVMT. EDGE - THERMO. PROFILE
 31900.000000 LF 4" YEL. SLD. LNS. - PVMT. EDGE - THERMO. PROFILE
 16000.000000 LF 4" WHITE SOLID LINE(PVT. EDGE)THERMO. INVERTED PROFILE
 15500.000000 LF 4" YELLOW SOLID LINE(PVMT. EDGE)THERMO. INVERTED PROFILE
 100.000000 LF 4" WHITE BROKEN LINE(GAPS EXCL)THERMO. ALL WEATHER SYSTEM
 25500.000000 LF 4" WHITE SOLID LINE(PVMT EDGE)THERMO. ALL WEATHER SYSTEM
 24800.000000 LF 4" YELLOW SOLID LINE(PVMT. EDGE)THERMO. ALL WEATHER SYSTEM

ALL QUANTITIES ARE APPROXIMATE.

COMPLETION DATE: 12/15/2008

SPECIAL NOTICE: BIDDERS ON THE PROJECT ABOVE ARE ADVISED THAT THERE WILL BE A MANDATORY PRE-BID CONFERENCE TO BE HELD AT 10:00 AM ON AUGUST 26, 2008. LOCATION FOR THIS PRE BID CONFERENCE WILL BE AT THE SCDOT HEADQUARTERS BUILDING, 955 PARK STREET, COLUMBIA, SC 29201, ROOM 217 (CONFERENCE ROOM). CONTRACTORS WHO DO NOT ATTEND THIS PRE BID CONFERENCE WILL NOT BE ALLOWED TO SUBMIT A BID PROPOSAL FOR THIS CONTRACT AT THE HIGHWAY LETTING.

FOR INFORMATION PURPOSES ONLY, THE FOLLOWING PROJECT IS BEING ADVERTISED FOR 2 MONTHS AND IS INTENDED FOR THE OCTOBER 14, 2008 HIGHWAY LETTING:

FLORENCE & MARION COUNTIES

***SC FILE NOS.: 21.182B & 21.182B.1**

PROJECT NO.: BR88(041)

PCN: 030597B, 035374R

TYPE OF WORK: BRIDGE 4033FT. REPLACE WITH APPROACH WORK OVER THE GREAT PEE AND DEE RIVER WITH 74" PRSTRESSED BULB TEE SPANS ALONG U.S. 378.

APPROXIMATE LENGTH: 0.8660 MILES

DBE GOAL: 0.00%

COST OF PLANS: \$141.00

COST OF PROPOSAL: \$15.00

MINIMUM CPS SCORE: 73.0 (QUARTER ENDING ON JUNE 30, 2008)

NOTICE: THERE WILL BE A MANDATORY PRE-BID CONFERENCE TO BE HELD AT 10:30 AM ON THURSDAY, SEPTEMBER 4, 2008, AT THE SCDOT HEADQUARTERS BUILDING, FIFTH FLOOR AUDITORIUM, LOCATED AT 955 PARK STREET, COLUMBIA, SC. CONTRACTORS WHO DO NOT ATTEND THIS PRE-BID CONFERENCE WILL NOT BE ALLOWED TO SUBMIT A BID PROPOSAL FOR THIS CONTRACT.

*MINIMUM WAGE RATES FOR THIS CONTRACT HAVE BEEN PREDETERMINED BY THE SECRETARY OF LABOR IN ACCORDANCE WITH THE TERMS OF THE DAVIS BACON ACT AS AMENDED AND THE FEDERAL AID HIGHWAY ACT OF 1956, AND LATER ACTS, AND THESE RATES WILL BE SET FORTH IN THE PROPOSAL FORM. THIS CONTRACT IS ALSO SUBJECT TO THE WORK HOURS AND SAFETY ACT OF 1962 AS AMENDED, PL 87-581, PL 91-54, AND IMPLEMENTING REGULATIONS. CONTRACTORS ATTENTION IS ALSO CALLED TO THE FEDERAL REQUIREMENTS GOVERNING SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES, WHICH WILL BE INCLUDED IN THIS CONTRACT.

In addition to the *Standard Specifications for Highway Construction, Edition of 2007*, the "Supplemental Specifications", and the "Project Special Provisions", the following rules and regulations govern SCDOT Highway Lettings:

STATUTES, CODES, AND REGULATIONS. The Federal-Aid Projects embraced in this advertisement contemplates the expenditure of funds pursuant to Title 23, United States Code, "Highways".

The Contractor's attention is called to the fact that the SC Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78) Sta. 252 and the Regulations of the Federal Highway Administration (15 C.F.R., Part 8), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for award. All bidders on Federal Aid Projects must comply with the Instructions to Bidders and Special Provision covering Disadvantaged and Women Business Enterprises (DBE/WBE) included as a part of the proposal.

Attention is directed to the Fair Labor Standard Act of 1938, as amended. Contractors will be responsible for carrying out all of the provisions of this Act, which may affect these contracts. Attention is also called to the fact that any Federal Aid Project or Projects included in this notice will be subject to the Work Hours and Safety Act of 1962 as amended, PL 87-581, PL 91-54 and implementing regulations.

PREQUALIFICATION. The Contractor's attention is called to the requirements of the SC Department of Transportation for Prequalification. **ONLY CONTRACTORS WHO HAVE BEEN ISSUED A PREQUALIFICATION CERTIFICATE BY THE SC DEPARTMENT OF TRANSPORTATION WILL BE ALLOWED TO SUBMIT BIDS.** Information concerning prequalification can be obtained at the Contracts Administration office, Room 334 in the Headquarters building, 955 Park Street, Columbia, SC, or by calling (803) 737-1249.

HARDCOPY PLANS AND PROPOSALS. ALTHOUGH ONLY ELECTRONIC BID PROPOSALS WILL BE ACCEPTED UNLESS OTHERWISE NOTED, hardcopy plans and proposals will be available for purchase. Request for hardcopy plans and proposals should be addressed to R.B. Mack, Contract Administrator, SC Department of Transportation, PO Box 191, Columbia, South Carolina 29202, or 955 Park Street, Columbia, SC 29201. You may also pick up these items from the Engineering Publications office, Room G-19 in the Department Headquarters Building, 955 Park Street, Columbia, SC or telephone (803) 737-4533 or FAX (803) 737-4530. **PAYMENT BY CASH, CHECK, MONEY ORDER, OR VISA/MASTERCARD IS REQUIRED IN ADVANCE.** Checks and Money Orders shall be made payable to SCDOT. Plans are available for examination at Carolinas AGC, Road Design Engineer's office and the District Office in which the project is located. **NO REFUNDS AVAILABLE.**

BID BONDS FOR SCDOT WORK. Unless otherwise indicated in the advertisement, no proposal will be considered unless accompanied by a bid bond in the amount of 5% of the APPROXIMATE BID AMOUNT, written by a SURETY satisfactory to the Department, properly executed on South Carolina Department of Transportation Form 674 (furnished by the Department in each proposal.) Form 674 must be selected on the Surety 2000 electronic bond form. **NO OTHER FORM OF PROPOSAL GUARANTY WILL BE ACCEPTED.**

SUBMISSION OF BID BONDS. Bid Bonds may be submitted electronically, by US mail, express delivery service, or hand-delivered. Bid Bonds not submitted electronically must be submitted in advance of the bid opening.

1. **BID BONDS SUBMITTED BY US MAIL OR EXPRESS DELIVERY SERVICE.** Sealed bid bonds submitted by US mail or express delivery service shall be enclosed in sealed envelope marked with Contractor Name and "Bid Bond for SC File No. _____", and enclosed in an outer, sealed envelope or container addressed to Contract Administrator, SCDOT, PO Box 365, Columbia, SC. 29202-0365, or 955 Park Street, Columbia, South Carolina, 29201. Bid bonds submitted by US mail or express delivery service must be received by the Contract Administrator, or designee, prior to the time and date for opening of proposals indicated in the beginning of this Notice. The department will not be responsible for delays in the US mail or express delivery service.
2. **BID BONDS HAND-DELIVERED.** Bid bonds that are hand-delivered shall be enclosed in a sealed envelope marked with Contractor Name and "Bid Bond for SC File No. _____", and must be delivered directly to the Contract Administrator or designee prior to the time and date for opening of proposals indicated in the beginning of this Notice.

IRREGULAR ELECTRONIC BIDS. Electronic bids may be declared irregular for any of the following reasons:

1. In the Schedule of Prices,
 - (a) alteration of a part of bid item except for the unit price; or
 - (b) failure to enter a bid item unit price; or
 - (c) a bid item unit price is not in the proper form or is incomplete.
2. In the DBE Folder, when a project has DBE goal, in the DBE's subcontractors information, work items, unit prices, or other required information has not been entered in the proper form fields or is incomplete.
3. In the PROPOSAL FORM,
 - (a) SCDOT File No. and the Proposer's SCDOT Vendor No. are not entered.
 - (b) The box at the end of the form indicating acknowledgment and acceptance of the conditions set forth in the form is not checked.
4. In the Bid Bond section of the PROPOSAL FORM, the required information for appropriate form fields is not furnished.
5. A properly executed Bid Bond is not furnished in accordance with the selected manner of submission.

TIME OF THE LETTING. The Contract Administrator, or designee, at the site of the opening of the proposals shall be the sole judge of determining the local time and the arrival of the designated time for the opening of the bid proposals.

THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND WAIVE ANY TECHNICALITIES.

Information in this notice is the latest available at the time of its publication. The information contained in the proposals, plans, and any addenda issued shall govern over this notice. Cost of plans may change, and the bidder should check with the SCDOT Engineering Publications office for the cost of plans when the plans are indicated to be available.

Prepared by P. G. Amick

Issued by:

August 12, 2008

Roberta B. Mack
Contract Administrator



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
COLUMBIA, SC

PROPOSAL

FOR

CLEANING AND PAINTING BRIDGES ON OR OVER I-77

YORK COUNTY

Letting Date: September 9, 2008

S. C. File Number: 46.037574A

Project Number: BR46(016)

P.I.N: 037574PE01

Length: N/A

Type: CLEANING/PAINTING BRIDGES

NOTICE...NOTICE...NOTICE...NOTICE...NOTICE...NOTICE...NOTICE

**ONLY ELECTRONIC BIDS FROM PREQUALIFIED PRIME CONTRACTORS
SUBMITTED THROUGH BID EXPRESS (www.bidx.com) WILL BE ACCEPTED
FOR THIS CONTRACT.**

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James W. Kendall,
Jr.

This document was
compiled under my
direct supervision

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James W. Kendall Jr. 8/7/08
I certify that this document was
compiled under my supervision.

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James W. Kendall Jr. 8/7/08

I certify that this document was
compiled under my supervision.

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
COLUMBIA , SOUTH CAROLINA

Notice is hereby given that the SCDOT will accept electronic bid proposals for the highway improvements herein specified until the advertised time for opening of the proposal on September 9, 2008. Unless otherwise advertised, the proposals will be publicly opened in Conference Room 1, (first floor, use College Street entrance) SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina at 2:00 o'clock p.m. on the above date and read aloud. The Contracts Engineer, or his designee, at the site of the opening of the proposals shall be the sole judge of determining the local time and the arrival of the designated time for the opening of the proposals.

Electronic bid proposals can only be submitted through the Bid Express, On-Line Bidding Exchange website. Bid Express can be contacted by phone at (352) 381-4888 or through their website at www.bidx.com.

Minimum Contractor Performance Score (CPS)

The Department evaluates the performance of Contractors on SCDOT construction projects and issues each Contractor a Contractor Performance Score (CPS) quarterly. The Department may set a Minimum CPS for bidding on construction projects. If a Minimum CPS has been set for this project, it is indicated below. Only Contractors with a CPS equal to or higher than the Minimum CPS for the Quarter ending on the date indicated below may submit a bid proposal on this project.

Minimum CPS: N/A for the Quarter ending on: N/A

Contractors that do not have a Contractor Performance Score are not prohibited from submitting a bid proposal.

Description of work to be done: See Cover Sheet

This project is to be constructed under the S. C. Department of Transportation's Standard Specifications for Highway Construction, Edition of 2007. Detailed plans of the work may be seen for examination at the Office of the S. C. Department of Transportation, 955 Park St., Columbia, S. C. 29201.

A complete set of plans can be obtained for \$15.00. Hard copy proposals can be obtained for \$15.00 each. REFUNDS WILL NOT BE MADE ON PLANS AND PROPOSALS.

The Department reserves the right to reject any or all proposals and waive any technicalities.

Bids cannot be withdrawn after the opening hour commences.

Electronic bids may be declared irregular for any of the following reasons:

- (1) If in the Schedule of Items,
 - (a) alteration of a part of bid item except for the unit price; or
 - (b) failure to enter a bid item unit price; or
 - (c) a bid item unit price is not in the proper form or is incomplete.
- (2) If in the DBE Folder, when a project has DBE goal, in the DBE's subcontractors information, work items, unit prices, or other required information has not been entered in the proper form fields or is incomplete.
- (3) If in the Miscellaneous Data Folder, "yes" is not selected as the response in the drop down form field for acceptance and acknowledgment of the conditions set forth in the Proposal Form.

June 2, 2003

INSTRUCTIONS TO BIDDERS -- FEDERAL PROJECTS **DBE REQUIREMENTS**

This project is partially funded with federal-aid highway funds, and is subject to the requirements for participation of Disadvantaged Business Enterprises (DBEs) set forth in 49 CFR Part 26. Therefore, there may be a goal set for participation of DBEs in this contract. If there is a DBE contract goal, it will be shown in Section 1 below. If there is a DBE contract goal, the Contractor is subject to the requirements set forth in the Supplemental Specifications in this contract entitled "Disadvantaged Business Enterprises (DBE) -- Federal Projects (hereinafter referred to as the "DBE Supplemental Specifications)". The Contractor must report DBE participation to the South Carolina Department of Transportation (SCDOT) quarterly by filing a Quarterly Report form (see Section 5 of the DBE Supplemental Specifications.)

Regardless of whether a contract goal is specified in Section 1, the Contractor shall not discriminate on the basis of race, color, national origin, or gender in the performance of this contract.

1. DBE CONTRACT GOAL

The Department's overall DBE program goal is 10.5%, and the Contractor is encouraged to use all available and reasonable means to assist the SCDOT in meeting this goal. The goal for DBE participation for this contract is shown below as the percentage of the total contract amount bid by the Contractor.

Disadvantaged Business Enterprises Contract Goal _____ %

The Contractor shall exercise all necessary and reasonable steps to ensure that DBEs perform services or provide materials on this contract in an amount that meets or exceeds the DBE contract goal. Submitting the electronic bid proposal shall constitute an agreement by the bidder that it will meet or exceed the DBE contract goal or make good faith efforts to meet the goal. Failure to meet the contract goal or make good faith efforts to meet the contract goal, may result in the sanctions listed in Section 2 of the DBE Supplemental Specifications.

2. DBE COMMITMENT

Each bidder shall enter all the information regarding how it intends to meet the DBE goal in the electronic bid folder entitled "DBE List". The listing of DBEs shall constitute a commitment by the bidder to utilize the listed DBEs, subject to the replacement provisions in Section 3 of the DBE Supplemental Specifications. Failure to utilize the listed DBE subcontractor(s) may result in the sanctions listed in Section 2 of the DBE Supplemental Specifications.

In meeting the DBE contract goal, the bidder shall use only certified DBEs included in the "Directory of Certified Disadvantaged Business Enterprises" (hereinafter referred to as the "DBE Directory"), which is contained in the electronic file entitled "DBE BIN." The DBE BIN file for the letting can be found on and can be downloaded from the electronic bidding service web site, *Bid Express* (see Section 6 below).

Failure to provide all information required in the electronic bid may result in the contract being awarded to the next lowest responsible bidder.

The DBE BIN file listed for the letting must be downloaded for each particular letting because it is the data source for the DBEs listed in the DBE Directory designated for use in the letting. ALL DBE data such as Name, Company ID, and Address must be selected from drop-down lists provided by the DBE BIN file. If the DBE BIN file is not downloaded, no data for the drop-down lists will be available.

- C. Evaluation of a Good Faith Effort. The SCDOT may consider the following factors in judging whether or not the bidder made adequate and acceptable good faith efforts to meet the DBE contract goal:

- (1) Did the bidder attend any pre-bid meetings that were scheduled by the SCDOT to inform DBEs of subcontracting opportunities?
- (2) Did the bidder provide solicitations through all reasonable and available means (for example, advertising in newspapers owned by and targeted toward DBEs) at least 10 days prior to the letting; or did the bidder provide written notice to all DBE's listed in the SCDOT DBE Directory that specialize in the areas of work in which the bidder will be subcontracting?
- (3) Did the bidder follow-up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested or not? If a reasonable amount of DBEs in the area of work do not provide an intent to quote, or there are no DBEs that specialize in the area of work to be subcontracted, did the bidder call the SCDOT Office of DBE Program Development to give notification of the bidder's inability to obtain DBE quotes?
- (4) Did the bidder select portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal? This includes, where appropriate, breaking out contract items of work into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these items of work with its own forces.
- (5) Did the bidder provide interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract?
- (6) Did the bidder negotiate in good faith with interested DBEs, or reject them as unqualified without sound reasons based on a thorough investigation of their capabilities? Any rejection should be noted in writing with a description as to why an agreement could not be reached. The fact that the bidder has the ability or desire to perform the work with its own forces will not be considered as sound reason for rejecting a DBE's quote.
- (7) Was a quote received from an interested DBE, but rejected as unacceptable because it was not the lowest quote received? The fact that the DBE's quote is not the lowest quote received will not in itself be considered a sound reason for rejecting the quote.
- (8) Did the bidder specifically negotiate with non-DBE subcontractors to assume part of the responsibility to meet the contract goal when the work to be sublet includes potential for DBE participation?
- (9) Did the bidder make any efforts and/or offer any assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and /or bonding to satisfy the work for items in the bid proposal?
- (10) Any other evidence that the bidder submits which demonstrates that the bidder has made reasonable good faith efforts to include DBE participation.
- (11) The DBE commitments submitted by all other bidders.

In the event one bidder is the apparent low bidder on more than one project located in the same geographical area in the same letting, the SCDOT will consider allowing the bidder to combine DBE participation as a part of the good faith effort, as long as the total of the DBE contract goals of all projects is achieved.

Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE contract goals.

4. DETERMINATION AND RECONSIDERATION PROCEDURES

After the letting, the SCDOT will determine whether or not the low bidder has met the DBE contract goal or made good faith efforts to meet the goal. If the SCDOT determines that the low bidder failed to meet the goal and did not demonstrate a good faith effort to meet the goal, the SCDOT will notify the low bidder of its determination in writing. The low bidder may request a reconsideration of this determination.

7. ADDITIONAL DBE PARTICIPATION

The bidder is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. Any DBE participation in excess of the DBE contract goal shall also be included in the Quarterly Reports.

8. CONTRACTOR'S RESPONSIBILITY TO REPORT BIDDER INFORMATION

The Bidder should keep a list of all subcontractors (DBE or non-DBE) who bid or quoted for subcontracts on this project. As a condition to prequalification or renewal of prequalification, Contractors must submit the names and addresses of all firms (DBE and non-DBE) who quoted the Contractor for subcontracts on SCDOT projects throughout the course of the previous year.

Subcontractors should also keep a list of second tier subcontractors who bid or quote on second tier subcontracts. As a condition to approval as a subcontractor, SCDOT will require a subcontractor to submit, or have submitted within the previous year, the names and addresses of all firms (DBE and non-DBE) who quoted the subcontractor for second tier subcontracts on SCDOT projects throughout the course of the previous year. A subcontractor will not be approved for work on a SCDOT project until the subcontractor has submitted this information.

SPECIAL PROVISIONS

September 9, 2008

07/03/07

SPECIAL PROVISIONS

S. C. FILE NUMBER

46.037574A

PROJECT NUMBER

BR46(016)

COUNTY

YORK

This project is to be constructed under the South Carolina Department of Transportation's Specifications For Highway Construction Edition of 2007, the South Carolina Department of Transportation's 2004 Construction Manual, the Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions.

(1) ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

The attached Supplemental Specification dated **January 1, 2008** on page **43** is hereby amended to include the following:

Division 100 is amended as follows:

Page 4, The table in **Subsection 101.2** is amended as follows:

SCDOT OFFICIALS AND OFFICES

DELETIONS		REPLACEMENTS	
SHE*	State Highway Engineer	DSE*	Deputy Secretary for Engineering

*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

(2) SECTION 101: STANDARD DRAWINGS FOR ROADWAY CONSTRUCTION:

The 2008 SCDOT Standard Drawings are effective beginning with the May 2008 letting. These drawings are available for download at http://www.scdot.org/doing/sd_disclaimer.shtml or for purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

The Contractor is hereby notified that the following Standard Drawings are new or have been revised since the last release of the SCDOT Standard Drawings for Road Construction.

These drawings are hereby included in this Contract as Standard Drawings:

SPECIAL PROVISIONS

(6) SECTION 105: CLAIMS PROCEDURE:

See attached Supplemental Specification entitled "South Carolina Department of Transportation Claims Procedure" dated **February 12, 1997** on page **46**. For this project, the **STANDING DISPUTE REVIEW BOARD** is designated.

(7) SECTION 106: QUALIFIED PRODUCT LISTINGS

All references to "Approval Sheet" or "Approval Policy" are to be replaced with "Qualified Products Listings (QPL)" and "Qualified Products Policies (QPP)" respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

(8) SECTION 106: SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated **March 20, 2003** on page **50**.

(9) SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS

By submission of this bid, the bidder as the prime contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b. to provide SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C.Code 8-14-20(B)(2).

(10) SECTION 107: COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:

As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the highway construction, such rearrangements may be underway concurrently with construction.

It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.

It is the responsibility of the Contractor to call Palmetto Utility Protection Service at **811** or **1-888-721-7877** three (3) days prior to work so that existing utilities can be properly marked

(11) SECTION 107: FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED:

Attention is directed to this Federal Legislation, which has been enacted into law. The contractor will be responsible for carrying out all of the provisions of this legislation, which may affect this contract.

SPECIAL PROVISIONS

Crane Safety Submittal List

1. **Site Specific Safety Plan:** Guidelines for crane and lifting operations shall be developed by a qualified person, for each contractor conducting crane and lifting operations on the project. Subcontractors must submit their Work Plan to the prime contractor for approval before submittal to the SCDOT. Plans shall address site conditions such as environmental conditions, wind, adjacent structures, overhead power lines, underground utilities, crane/barge combination procedures, public protection and identification of routes for suspended loads to ensure no employees are working directly below the load. Plans shall provide for conducting pre-lift meetings prior to lifting operations as necessary.
2. **Critical Lifts:** Contractor shall submit Critical Lift Procedures, including a critical lift checklist and critical lift identification process. All critical lifts shall be identified and properly safeguarded. A critical lift is defined as a load equaling 75% of the rated capacity of the crane after all deductions, whether on land, on a barge, or if a load requires the use of more than one crane. Critical lift checklists, which include the date/time completed, shall be available for review upon request.
3. **Crane Inspections:** Inspection records for all cranes shall be current and readily accessible for review upon request. Contractor shall submit proof of crane inspector qualifications and training.
 - a. A copy of the most recent periodic [annual] crane inspection conducted by a competent person, and the documented correction of defects shall be submitted.
 - b. A copy of the frequent [monthly] crane inspection conducted by the competent person(s) and documented correction of defects shall be submitted.
4. **Safety Person:** Provide the name and qualifications of the "Competent Person" responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
5. **Crane/Barge Combinations:** Contractor shall provide a plan prepared by a competent person for all lifts on floating crane/barge combinations. The plan shall include lifting capacities and method of securing the crane to the barge. Critical lifts on floating crane/barge combinations shall be certified by a qualified professional engineer before the lift.
6. **Riggers:** Provide the qualifications, experience and training of the persons responsible for rigging operations. Training should include, but not be limited to, weight calculations, center of gravity determinations, sling selection and capacities, sling and rigging equipment inspection, safe rigging practices, and determining load weights.
7. **Crane Operators:**
 - For critical lifts, all crane operators shall be certified by the National Commission for the Certification of Crane Operators (CCO) or the National Center for Construction Education and Research (NCCER).
 - For non-critical lifts, crane operators shall be CCO or NCCER certified. In lieu of CCO or NCCER certification, the following are acceptable until January 2009:
 - Crane operators must have satisfactorily completed the Carolinas AGC's Professional Crane Operator's Proficiency Program, as approved by the SCDOT; or
 - Crane operators shall have a minimum of 5 years of experience, and be under the direct supervision of someone who is either CCO or NCCER certified, has satisfactorily completed the Carolinas AGC's Professional Crane Operator's Proficiency Program, or has satisfactorily completed the Carolinas AGC's Lift Supervisor program, as approved by the SCDOT.

SPECIAL PROVISIONS

Pavement Markings Guardrail Milling Asphalt Pavement Grassing Landscaping Erosion Control Permanent Construction Signs Utilities Contaminated Soil & Tank Removal Bridge Barrier Walls Traffic Count Stations Drilled Shafts & Casings Pier Fender Systems	Permanent Roadway Signs Signalization Electrical/Lighting Specialized Retaining Walls Fencing Right of Way Surveying Railroad Track Work Jacking and Boring Bridge Floor Grooving Milled Rumble Strips Buildings Navigational Lighting Sound Barrier Walls
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(21) SECTION 108: PARTNERING:

(A) Covenant of Good Faith and Fair Dealing

This Contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The Contractor and Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

- (1) Each will function within the laws and statutes applicable to their duties and responsibilities.
- (2) Each will avoid hindering the other's performance.
- (3) Each will proceed to fulfill its obligations diligently.
- (4) Each will cooperate in the common endeavor of the Contract.

(B) Partnering

The Department encourages the foundation of cohesive partnering with the Contractor and its principle subcontractors and suppliers. This partnering is not a legal partnership as defined by South Carolina law. Partnering will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with the Contract.

The establishment of a partnering charter will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the Contract.

Any cost associated with effectuating partnering will be agreed to by the Department and the Contractor and will be shared equally between them.

(22) SECTION 108: CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME:

Completion Date for this project is **MAY 31, 2009.**

(23) SECTION 108: CONSTRUCTION SCHEDULE:

No electronic CPM Schedule will be required for this contract. In lieu of the electronic CPM schedule, provide the following information to the RCE and District Scheduler prior to the Notice to Proceed Date:

SPECIAL PROVISIONS

Install and utilize changeable message signs in all lane closures installed on high volume high-speed multilane roadways. Use of changeable message signs in lane closures installed on low volume low speed multilane roadways is optional unless otherwise directed by the plans and the Engineer. Install and use a changeable message sign within a lane closure set-up as directed by the *Standard Drawings For Road Construction*. When a lane closure is not present for any time to exceed 24 hours, remove the changeable message sign from the roadway. Place the sign in a predetermined area on the project site, as approved by the Engineer, where the sign is not visible to passing motorists. The preprogrammed messages utilized shall be in accordance with the *Standard Drawings For Road Construction* when used as part of the traffic control set-up for lane closures. Only those messages pertinent to the requirements of the traffic control situation and the traffic conditions are permitted for display on a changeable message sign at all times. At no time will the messages displayed on a changeable message sign duplicate the legends on the permanent construction signs.

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the adjacent travel lane. When the sign location is within 30' of the near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane.

This requirement for delineation of the sign location shall apply during all times the sign location is within 30' of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

All signs mounted on portable sign supports shall have a minimum mounting height of 5' from the ground to the bottom of the sign. All signs mounted on ground mounted u-channel posts shall have a minimum mounting height of 7' from the ground to the bottom of the sign.

Temporary "Exit" signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7' from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.

When covering signs with opaque materials, the Department prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retroreflective sheeting. Residue from tape or similar products, as well as any methods utilized to remove such residue, damages the effective reflectivity of the sign. Therefore, contact of tape or a similar product with the retroreflective sheeting will require replacement of the sign. Cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

The Contractor shall mount all advance construction warning signs required for this project on temporary sign supports. The Contractor shall remove these signs at the end of each workday.

Install and maintain any necessary detour signing as specified by the typical traffic control standard drawings designated for detour signing, Part VI of the MUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for "Traffic Control" includes payment for installation and maintenance of the detour signing.

The Contractor shall maintain the travel patterns as directed by the traffic control plans and shall execute construction schedules expeditiously. The Contractor shall provide the Resident Engineer with no less than a two-week prior notification of changes in traffic patterns.

SPECIAL PROVISIONS

A reduced regulatory speed limit of 45 MPH shall be in effect on I-77 during lane closures. Erect temporary regulatory "Speed Limit" signs (R2-1-48-45) and "Speed Reduction 45 MPH" signs (W3-5-48-45) on temporary supports according to the typical traffic control standard drawings. Cover the existing regulatory speed limit signs when reduced speed limits are in place. Immediately remove or cover the "Speed Limit" signs (R2-1-48-45) and the "Speed Reduction 45 MPH" signs (W3-5-48-45) upon the removal of the lane closures.

Truck mounted changeable message signs shall be required during all interstate lane closures. The Contractor shall provide, install, and maintain these signs in accordance with all requirements of the "2007 Standard Specifications for Highway Construction" and the typical traffic control standard drawings designated for interstate lane closures.

The static "Prepare To Stop" sign placed on a truck has been replaced with a truck mounted changeable message sign displaying the message, "Prepare To Stop". The Department prohibits the Contractor from conducting work and maintaining a lane closure in place that generates a traffic queue without the presence of a truck mounted changeable message sign in place on the shoulder to provide advance notice to motorists to be prepared to stop. The Department requires the Contractor to immediately stop work and remove the lane closure if the Contractor fails to or is unable to provide the required truck mounted changeable message sign when a traffic queue develops.

Also, during mainline lane closures of the travel lane adjacent to an exit ramp, the Contractor shall provide a truck mounted changeable message sign, mounted on a truck equipped with an approved truck mounted attenuator, within each lane closure in advance of each exit. The Contractor shall place these units at various locations and relocate as necessary in accordance with the revised standard drawings included in the plans. The Contractor shall coordinate and stage all work within the 1500 feet of roadway preceding each exit ramp in segments to comply with the requirements of the revised standard drawings.

The truck mounted changeable message signs are in addition to the requirements for trailer mounted changeable message signs. Truck mounted changeable message signs and trailer mounted changeable message signs are not interchangeable.

SHOULDER CLOSURE RESTRICTIONS –

The Department prohibits the Contractor from conducting work within 15' of the near edge of the adjacent travel lane on the outside shoulders or the median areas under a shoulder closure on northbound I-77 Monday through Thursday from 5:00 am to 9:00 am and from 1:00pm to 5:00 pm, on Fridays from 5:00 am to 6:00 pm, on Saturdays from 9:00 am to 6:00 pm, and on Sundays from 12:00 pm (Noon) to 5:00 pm. The Department prohibits the Contractor from conducting work within 15' of the near edge of the adjacent travel lane on the outside shoulders or the median areas under a shoulder closure on southbound I-77 Monday through Thursday from 1:00 pm to 6:00 pm, on Fridays from 10:00 am to 6:00 pm, and on Saturdays from 9:00 am to 6:00 pm. The hourly restrictions for lane closures shall also apply to work activities conducted under a shoulder closure within 15' of the near edge of an adjacent travel lane or a median area.

The Department reserves the right to suspend work conducted under a shoulder closure if any traffic backups develop and are deemed excessive by the Engineer. Maintain all shoulder closure restrictions as directed by the plans, these special provisions, and the Engineer.

On interstate highways, the Department prohibits the Contractor from conducting work within the limits of a paved shoulder or within 10' of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within the limits of a paved shoulder or within 10' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

SPECIAL PROVISIONS

605-325-00	Temporary Concrete Barrier
605-330-00	Temporary Concrete Barrier
651-105-00	Barrier Mounted Sign Post
657-100-00	Overhead Sign Support Roadway Bridges
722-105-01	Box Culvert (Used to connect headwall, wingwalls, and for extensions)
805-120-00	Guardrail (W Beam) Base Plate Connection
805-405-03	Guardrail (Tubular Beam) Bridge Railing
805-405-04	Guardrail (Tubular Beam) Bridge Railing
806-505-00	Fence (Ornamental Steel Picket)

It is the contractor's responsibility to determine if Adhesively Bonded Anchors or Dowels are a part of the project, and to comply with the provisions of the Supplemental Specification.

(30) DIVISION 600: PERMANENT CONSTRUCTION SIGNS:

The Contractor is advised that Standard Drawings 605-1 and 605-3 are hereby revised to include the following:

- 1.) The Contractor is required to remove or cover all G20-6-60 signs with a weather resistant material when a work zone becomes inactive for more than three days.

(31) SECTION 601: PENALTY FOR VIOLATING LANE CLOSURE RESTRICTIONS:

The Contractor is advised that the Lane Closure Restrictions outlined in the Traffic Control Special Provisions will be strictly enforced. Should lane closures remain in place or not be completely removed by the time specified in the Traffic Control Special Provisions, a penalty will be assessed at the rate of **\$2,500.00 (Two Thousand Five hundred Dollars)** for each 1/4 hour interval (or any portion thereof). Should lane closures remain in place or not be completely removed for a period of longer than one hour beyond the time specified by the Traffic Control Special Provisions the penalty will increase to **\$5,000.00 (Five Thousand Dollars)** for each 1/4 hour interval (or any portion thereof).

(32) DIVISION 700: FIELD PAINTING OF STRUCTURAL STEEL (ALUMINUM EPOXY MASTIC PAINT SYSTEM):

1. GENERAL:

Reference is made in these Special Provisions to the latest Edition, Regulations and Requirements of the following:

- A. SCDOT Standard Specifications for Highway Construction (Edition of 2007).
- B. South Carolina Department of Health and Environmental Control – Hereinafter denoted as DHEC.
- C. Environmental Protection Agency – Hereinafter denoted as EPA.
- D. South Carolina Occupational Safety and Health Administration – Hereinafter denoted as OSHA.
- E. Steel Structures Painting Council – Hereinafter denoted as SSPC.

The work to be performed shall consist of the cleaning and painting of all structural steel of this bridge, except structural steel which is specifically excluded in these Special Provisions. All work shall be performed as outlined in these Special Provisions and Project Plans.

SPECIAL PROVISIONS

C. Approved Sources and Certifications:

Only material from sources appearing on the Department's approved list entitled "Approved Bridge Paints for Structural Steel" available from the Research and Materials Laboratory shall be used in the work. A manufacturer may request to be included on the list by successfully demonstrating that his material meets the specification above and performs in applications in this state or other states. Further, he shall furnish technical data sheets describing the material and its application. For each shipment, he shall furnish a certification stating that the material furnished meets the South Carolina Department of Transportation specifications. The shipped containers shall be plainly marked with the manufacturer's name or trademark, the lot number, component type, and a clear date indicating shelf life expiration date.

Note: For list entitled "Approved Bridge Paints for Structural Steel" the Contractor shall contact SCDOT Research and Materials Laboratory, P. O. Box 191, Columbia, S.C. 29202.

D. Paint Coat Thickness Requirements:

Note: The dry film thickness of each shall be checked after application and any areas deficient shall be corrected in accordance with Paint Manufacturer's recommendations prior to the application of subsequent coats unless specifically approved by the Engineer.

E. Conditions for Painting:

All containers of paint shall remain unopened until required for use. Containers which have been recently opened and not premixed or blended together shall be used first. Paint which has livered, gelled, or otherwise deteriorated during storage or, is beyond the stated shelf life, shall not be used. Wet paint shall be protected against damage from dust, sand or other detrimental foreign matter to the extent practicable. During the painting operation, precautionary measures shall be taken to protect any surfaces not to be painted or which have already been painted.

F. Surface Preparation:

Note: The latest SSPC pictorials of surface preparation methods will be used to determine the acceptability of the Contractor's cleaning operations.

All structural steel shall be cleaned to the requirements of Steel Structures Painting Council - Surface Preparation SP 6 (Commercial Blast Clean) dated June 1, 1991 revision. The anchor profile shall be in the range specified by the paint manufacturer for the Aluminum Epoxy Mastic Paint.

The steel surface shall meet the requirements of SSPC SP 6 just prior to the application of the Aluminum Epoxy Mastic Primer Coat. All steel surfaces shall be dust free and the primer coat applied within twelve (12) hours after blast cleaning and before any rusting occurs.

Abrasive blasting shall be performed with recyclable steel grip abrasive or other approved recyclable material. The use of silica sand as an abrasive blasting material is expressly prohibited on this project. The use of abrasive blasting materials intended for pretreatment of the lead base debris may be approved by the Engineer prior to use. However, the intent for use as a pretreatment material is expressly prohibited. All debris contained and collected on this project shall be deemed hazardous regardless of test results and therefore must be handled in accordance with the special provision entitled "Environmental and Worker Protection". All waste debris shall be shipped by a SCDHEC licensed transporter to a SCDHEC approved treatment and disposal and/or recycling facility.

SPECIAL PROVISIONS

In addition to the Special Provisions entitled, "Contractor Activity Work Schedule", the Contractor shall submit his paint progress work schedule fourteen (14) days prior to beginning this phase of work. The Contractor shall coordinate all phases of this work schedule with the Department's inspectors in order to insure that all work is performed in accordance with these Special Provisions.

I. Paint on Vehicles:

The Contractor shall maintain a field office on this project so as resolve any problems or process any claims involving third parties. This office shall be staffed so as to promptly receive all claims arising from third parties. Furthermore, the office shall be maintained for a period of two (2) weeks after final acceptance of this portion of the project.

J. Basis of Payment:

All cost of equipment, materials and labor necessary to clean and paint the structural steel in accordance with these Special Provisions shall be included in the Lump Sum Price bid for "Cleaning and Painting Structural Steel". Payment shall be made on a pro-rated monthly basis of the amount of work completed under this pay item as estimated by the Engineer in the field.

Payment will be made under:

Item No.	Pay Item	Pay Unit
710100X	Cleaning and Painting of Structural Steel	LS
7101000	Cleaning and Painting of Structural Steel	LS

Note: Replace X with Bridge Number

(33) DIVISION 700: SEALING JOINTS IN PORTLAND CEMENT CONCRETE BRIDGE DECKS:

Control of Work:

All work shall be done in accordance with the attached Plans, the Special Provisions listed below and the Department's Standard Specifications for Highway Construction (Edition of 2007).

General:

The work under this item consists of sealing new joints and resealing of existing transverse expansion joints in Portland Cement Concrete Bridge Decks.

It will be the responsibility of the contractor to determine the condition of existing joints and bid accordingly.

In the event that the engineer determines that the contractor has insufficient equipment and/or insufficient and/or unskilled labor and supervisions to accomplish the desired workmanship, the work will be stopped until the matter is resolved.

Application:

Silicones shall be used in applications as follows, unless otherwise denoted in these special provisions or the plans.

Existing Concrete Bridge Decks:

For existing concrete decks, the transverse expansion joints that are prepared to a uniform width shall be sealed with silicone sealant (non-sag or self-level).

SPECIAL PROVISIONS

Construction:

All joints to be sealed must be sound, clean, dry and frost free. The joint sealing operation shall proceed in an orderly manner, one lane at a time. The following guidelines must be followed unless otherwise provided in writing by the engineer.

1. Freshly sawed joints shall be washed with water immediately after sawing to remove any loose material from the joint faces. Joint washing shall be in one direction to prevent recontamination.
2. Any spalled or cracked areas of the joint deemed necessary for repairs by the engineer must be repaired using a rapid patch material for concrete pavement or other suitable material to the satisfaction of the engineer in the field. Should it be determined that the extent of spalled areas, necessary for repair, are so extensive as to require significant additional work then the joint sealing work at this location may be deleted or a suitable price for the additional work may be agreed upon by the Contractor and Engineer. Once the joint is clean any damaged areas along the edges of the joint must be repaired. The material for the joint repair must be applied to clean, dry and sound surfaces for an effective bond. All unsound material must be removed from structurally sound areas of the joint by jack hammering (30# Hammer max), sand blasting or similar mechanical methods. All loose material must be removed by breaking, vacuuming or blowing. Old paint, rust if metal joints, or other coatings must be removed by the proper methods.
3. Once the joint is dry and before final cleaning begins, it shall be sand blasted to remove contaminants. Sand-blasting shall be done in two (2) passes, one for each face, with the nozzle held at an angle to the joint face and within 1 to 2 inches of the pavement. Sandblasting shall be done the same day as the sealing operation and repeated if rain showers occur between initial sandblasting and sealing.
4. The blast material as well as dust and dirt deposited by wind and traffic, must be blown out of the joint and away from the area around it using a high-pressure air blast. As with the water, the air blast shall be in only one direction to prevent recontamination of the joint.
5. Solvents shall not be used to remove oils, because they generally carry the materials further into the porous concrete or spread them on the surface. Just before placing of the backer rod, rub a finger across the dry joint face to determine that residual cement and/or asphalt dust has been removed. Joints that still contain dust or have become dirty or contaminated must be recleaned.
6. Final cleaning, placing of the backer rod sealing of the joints shall, in general, be one operation when sealing is being done. This will assure clean faces, properly placed backer rod, and proper joint configuration. Just prior to placing the backer rod, the joint faces shall be thoroughly clean and dry. Final cleaning shall be by means of compressed air at least 90 PSI with compressors equipped to remove moisture and oil from the air.
7. A roller with a flange slightly narrower than the narrowest joint width and a depth a little deeper than the recess depth desired at the top of the backer rod shall be used to install the backer rod. The backer rod shall then be made leak proof where required by caulking with a silicone product compatible with the sealer to be used. This may be applied from tubes with a caulking gun device.

The sealant shall then be placed in the joint in accordance with the plan configuration by means of an appropriate pump equipped with a nozzle that is narrow enough to place the material from the bottom up in the joint. The material shall then be properly placed to establish a surface profile the desired depth below the surface of the pavement. All equipment for placing the seal and methods of placement shall be in accordance with the sealant manufacturer's recommendations. The sealed joints may not be opened to traffic for two (2) hours or within the manufacturer's instructions.

SPECIAL PROVISIONS

- 2.0 If the Contractor should encounter or expose during construction any other abnormal condition which may indicate the presence of a hazardous and/or toxic waste not identified herein, work in this area shall be immediately discontinued and the engineer shall be notified. Abnormal conditions shall include but shall not be limited to the following: presence of barrels, discolored earth, metal, wood, etc., obnoxious or unusual odors, visible fumes, excessively hot earth, smoke or any other condition which appears abnormal that could be a possible indication of hazardous and/or toxic waste. The conditions shall be treated with extraordinary caution. The Contractor's operations shall not resume until so directed by the engineer.
- 3.0 Where the Contractor performs necessary work required to dispose of the materials described in Section 1.0, or incurs cost related to their disposal, payment will be made at the contract unit price for items applicable to such work. See related Special Provision.

Where the Contractor performs necessary work required to dispose of the materials described in Section 2.0, or incurs cost related to their disposal, payment shall be made in accordance with Subsection 104.5 of the Standard Specifications.

(35) DIVISION 700: ENVIRONMENTAL AND WORKER PROTECTION:

1. Description:

This work covers the requirements for containment during surface preparation, waste handling and disposal, environmental protection, and covers requirements for worker health and safety for lead. The Contractor is advised that hazardous materials are present in lead containing paints on the existing bridge steel.

Reference is made in these Special Provisions to the latest Edition, Regulations and Requirements of the following:

- A. SCDOT Standard Specifications for Highway Construction (Edition of 2007).
- B. South Carolina Department of Health and Environmental Control – Hereinafter denoted as DHEC.
- C. Environmental Protection Agency – Hereinafter denoted as EPA.
- D. South Carolina Occupational Safety and Health Administration – Hereinafter denoted as OSHA.
- E. Steel Structures Painting Council – Hereinafter denoted as SSPC.

NOTE TO CONTRACTOR: The Contractor shall comply with all applicable EPA, SCDHEC and OSHA regulations and guidelines. Any and all fines occurred by the SCDOT due to failure of the Contractor to follow the required regulations and/or guidelines either by negligence or other causes shall become the responsibility of the Contractor and said fines shall be withheld from any payments due the Contractor for performance of this work.

2. Containment and Ventilation System:

A. Containment System:

The containment system shall meet the requirements of Class 1, 2 or 3 of Steel Structures Painting Council Guide 61 (CON), "Guide for Containing Debris Generated During Paint Removal Operations". Only impermeable containment materials shall be used. Only impermeable containment materials shall be used.

SPECIAL PROVISIONS

The Contractor shall submit a written plan for the method employed for surface preparation, containment and ventilation no later than 30 days prior to beginning work. The submittal shall include drawings, load-bearing capacity calculations, and wind load calculations. The drawing and calculations shall be stamped by a Registered Structural Engineer.

3. Waste:

A. Storage:

All spent materials shall be cleaned up within containment regularly, and in no case less frequently than the end of each workday. Spent materials released outside the enclosure shall be cleaned up immediately.

All storage of waste and spent materials at the bridge site shall be performed in a manner that is secure and not subject to accidental spills or vandalism. Wastes shall not be stored near traffic, water courses or drainage ditches. The engineer shall approve the location for waste storage.

Wastes shall be stored in containers such as drums, roll-off boxes, or gondolas. Waste containers shall be closed and properly covered at all times except during the actual addition or removal of spent materials. Wastes shall not be co-mixed. Surface preparation debris shall be stored in containers separate from containers used to store dust collector debris. Waste containers shall be labeled with a description of the contents and date of first accumulation. Wastes classified as hazardous waste shall be stored, labeled and handled in strict accordance with South Carolina Hazardous Waste Management Regulations.

All waste containers shall be stored in a secure locked fenced area. The area shall be labeled as a hazardous waste storage area in accordance with any applicable SCDHEC regulations. The fence material shall be chainlinked in type and be no less than six (6) feet in height. The fence post shall be securely anchored to ground or pavement or be of such construction, if portable, so as to preclude entry. The engineer prior to use shall approve the fenced area for waste storage.

B. Testing:

All spent material and dust collected shall be sampled and tested by the Contractor in accordance with EPA Method 1311, "Toxicity Characteristics Leaching Procedure (TCLP)". Initial samples shall be taken within thirty (30) days of initial waste generation. The sampling shall be performed in the presence of the engineer. The samples shall be sent to a qualified laboratory accompanied by a Chain of Custody form. A copy of the laboratory results shall be submitted to the engineer within five (5) working days of their receipt.

The Contractor shall notify the engineer, in writing, of any wastes classified as hazardous waste. The Department has applied for and will furnish the contractor with the required EPA Identification Number. All correspondence, shipping invoices, disposal affidavits or forms, etc. shall contain this EPA Identification Number.

C. Disposal:

The Contractor shall be responsible for the transportation and disposal of all debris generated during the project. A transporter licensed in the State of South Carolina shall be used when shipping hazardous material to the treatment and disposal facility. Transport and disposal shall be in accordance with all federal, state, and local regulations.

The surface preparation debris and dust shall be disposed at a hazardous waste landfill, irrespective of the results of the TCLP test. The Contractor shall inform the disposal facility to dispose of the waste in the same manner as if it were lead-containing hazardous waste (EPA Designation D008). Alternate methods which reclaim the lead will be allowed subject to the approval of the engineer.

SPECIAL PROVISIONS

D. Base-Line Monitoring:

The Contractor shall obtain sufficient soil samples and water samples to adequately characterize the environment prior to any lead-removal activities. These samples shall be analyzed for total lead content, and a copy of the results submitted to the engineer. Upon completion of this project, the contractor shall again take soil and water samples. The contractor shall be responsible for any clean-up deemed necessary by the Department or SCDHEC should additional contamination in excess of the initial base line results be found.

5. Worker Health and Safety for Lead:

A. Requirements:

Occupational Safety and Health Administration (OSHA) requirements for protection of workers from lead shall be in accordance with the Interim Final Rule on Lead Exposure in Construction (29CFR 1926.62).

The Contractor shall submit the name of the competent person and a letter of authority to the engineer. This person shall be on-site whenever lead-containing materials are disturbed.

Only laboratories that are proficient in the American Industrial Hygiene Association (AIHA) Lead Proficiency Aptitude Testing Program for personal monitor filter analysis shall be used for testing filters from personal monitors.

A barrier shall be placed around the project to demarcate the regulated work area. The barrier shall consist of warning tape or other material as approved by the engineer. The barrier shall be placed at a location where the lead concentration is below $0.03\text{g}/\text{m}^3$ as a time-weighted average for an 8-hour day when measured in accordance with NIOSH Method 7082. Results from air monitoring tests to determine this requirement shall be submitted to the engineer.

The Contractor shall develop and follow a site-specific Worker Protection Program a Lead. It shall include:

Exposure Assessment – including method, worker classifications to be tested, protection of workers prior to receiving the results, and worker notification procedure.

Lead Compliance Program – as required in 29 CFR 1926.62(e).

Respiratory Protection Program – as required in 29 CFR 1926.62(f).

Medical Surveillance Program – including testing frequency, company policy at various action levels, and the company policy regarding employee removal and medical exams.

The Contractor shall supply a clean set of outer protective clothing on a daily basis to the South Carolina Department of Transportation employees and representatives who will be in areas with airborne lead concentrations above the Permissible Exposure Limit. The Contractor shall be responsible for cleaning or disposing of the clothing. The Contractor shall also provide South Carolina Department of Transportation employees or representatives with access to other personal hygiene facilities, including hand and face washing facilities, shower facilities, change areas, and eating areas.

B. Submittals:

A copy of the site-specific Worker Protection Program for Lead shall be submitted no later than two (2) weeks prior to beginning of work and within five (5) days of any modification.

SPECIAL PROVISIONS

(37) SECTION 810: CO-PERMITTEE AGREEMENT & CONTRACTOR CERTIFICATION

See attached Co-Permittee Agreement & Contractor Certification Form on page 93. In accordance with the NPDES General Permit (effective September 1, 2006), all Contractors and Sub-contractors must sign the Co-Permittee Agreement or the Contractor Certification, based on work being performed, prior to beginning work. Section 1 of the form must be signed by all Contractors and Sub-contractors performing land disturbing activities. This applies to all clearing and grubbing, grading operations, drainage installation, curb and gutter, sidewalk, bridge construction, culvert construction, erosion control, seeding, utilities, etc. Section 2 must be signed by all Contractors and Sub-contractors performing non-land disturbing activities. A Contractor or Sub-contractor that has not signed the agreement will not be permitted to perform work on this project. No additional compensation will be made in association with this agreement.

SUPPLEMENTAL SPECIFICATIONS

January 1, 2008

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SDCOT 2007 *Standard Specifications for Highway Construction*:

DIVISION 100:

Division 100 is amended as follows:

Page 3, The table in **Subsection 101.2** is amended as follows:

SCDOT OFFICIALS AND OFFICES

DELETIONS		REPLACEMENTS	
BDE*	Bridge Design Engineer	PSE*	Preconstruction Support Engineer
BDGE*	Bridge Design Geotechnical Engineer	GDSE*	Geotechnical Design Support Engineer

*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

Page 18, **Subsection 102.8**, paragraph 2, item E, first sentence:
Delete the word "the" after the word "When".

Page 36, **Subsection 105.6**, paragraph 1, last sentence:
Change the word "THE" to "the".

DIVISION 400:

Division 400 is amended as follows:

Page 189, **Subsection 401.2.1.2**, paragraph 1, first sentence:
Delete the period at the end of the sentence and add "and **SC-M-406**".

Page 220, **Subsection 403.5**, first sentence:
Change "HMA Intermediate Course" to "HMA Surface Course".

Page 220, **Subsection 403.6**, first sentence:
Change "HMA Intermediate Course" to "HMA Surface Course".

DIVISION 600:

Division 600 is amended as follows:

Page 397, **Subsection 625.2.2.4.11**, paragraph 1, first sentence:
Change 6% to 0.06%.

Page 436, **Subsection 627.4.10**, paragraph 2, first sentence:
Change "period of 90 days" to "period of 180 days".

Page 436, **Subsection 627.4.10**, paragraph 2, second sentence:
Change "90-day observation period" to "180-day observation period".

Page 436, **Subsection 627.4.10**, paragraph 3, first sentence:
Change "90-day period" to "180-day period".

SUPPLEMENTAL SPECIFICATIONS

INDEX:

Page I-19, **Waterproofing, bridge deck:**
Delete page 907.

Page I-20, **Working Drawings:**
Replace page 543 with page 779.

SUPPLEMENTAL SPECIFICATIONS

b. Standing Dispute Review Board

A Standing Dispute Review Board shall be established upon implementation of this claims procedure. The Standing Dispute Review Board shall consist of one member selected by the Department, one member selected by the Director of Heavy and Highway Division of the Associated General Contractors (Carolina's Branch), and a third member selected by the first two members. The third member shall be the chairperson of the Standing Dispute Review Board. The selection of qualified Standing Dispute Review Board members shall be made in accordance with the Dispute Review Board rules and procedures. (See Section 6). Each member shall serve a three (3) year term and the terms shall be staggered. The terms for the initial Board members shall be as follows:

Department Member - 1 year
AGC member - 2 years
Third member - (Chairperson) 3 years

The term for the initial members begins January 1997. Each member is limited to two (2) terms. The initial abbreviated terms of the Department and AGC members do not count as a term.

5. Hearing Procedure

When the DC forwards the claim to the Dispute Review Board, the DC shall provide three (3) copies of the claim and three (3) copies of all documents submitted by the contractor and the DEA. The DC shall notify both parties that the claim has been submitted to the Board.

Within fifteen (15) days of notice of submission of the claim to the Board, the contractor may submit to the DC four (4) copies of any additional documentation supporting its claim. The DC shall immediately forward three (3) copies to the Board and one (1) copy to the DEA.

Within fifteen (15) days of receipt of the contractor's supplemental documentation, the DEA may submit to the DC four (4) copies of its additional documentation. The DC shall immediately submit three (3) copies to the Dispute Review Board and one (1) copy to the contractor. Upon submission of supplemental documentation, the party shall notify the Board whether it requests a hearing.

The Dispute Review Board shall review all documents and notify the parties of what additional documents, if any, it requires. The Dispute Review Board shall schedule a hearing at either party's request or may schedule a hearing at its own discretion. However, if a hearing is requested, it must be held no later than sixty (60) days after the DC submits the claim to the Dispute Review Board. The location of the hearings shall be determined by the Board. While extensions of these deadlines are discouraged, the Dispute Review Board shall have authority to extend any of the above deadlines for just cause.

The Dispute Review Board shall have full authority to establish guidelines and procedures for the investigation of a claim. The entire process is intended to be flexible and the Board is encouraged to adapt the process to individual circumstances presented by particular disputes.

In the interest of timely resolution of all claims, the Board shall conduct all hearings and issue its final decision within ninety (90) days of receipt of the claim.

The Dispute Review Board Chairperson shall direct all meetings and hearings. Presentation of evidence shall be in accordance with the Dispute Review Board's rules and shall not be bound by judicial rules of evidence. Documents and testimony shall be presented in the order, manner and degree of detail that the Dispute Review Board deems most efficient and probative. Each party shall be allowed to make a brief initial presentation and to rebut any factual assertion by another party; however, the Dispute Review Board shall determine when enough evidence has been presented and it may limit the presentation of any documentation or testimony that it deems not relevant or redundant. At the Board's option, testimony may be required to be given under oath and the oath shall be administered by the Chairperson.

SUPPLEMENTAL SPECIFICATIONS

If the first two members are not able to agree on a third member within twenty (20) days of their selection, then the third member shall be selected by the American Arbitration Association, within ten (10) days after it is determined that the first two members cannot agree on a third member. Upon selection of the third member, the DC shall provide a copy of the claims procedure to the third member.

(2) Standing Dispute Review Board

The selection process for Standing Dispute Review Board Members shall begin at the appropriate time in order to allow completion of the Member selection by beginning of the term. The selection process shall be as provided in Section 4(b); otherwise it shall be the same as for the *Ad Hoc* Board.

c. Replacement of Board Members

Each party may elect to replace its Board Member at any time with a showing of reasonable justification. The Chairperson of the Board may be replaced at any time with the consent of both parties. If any Board Member is replaced, the new member shall be selected in the same manner in which the original appointment had been made.

If disputes are pending at the end of a member's term, the existing Board shall complete its hearing on the disputes and issue a decision.

d. Costs

Board Members shall be paid a reasonable hourly rate or salary for their services. Each party shall negotiate the fee arrangements with the Member it selects, however, the other party must agree on the rate. Both parties shall agree on the fee arrangement for the Chairperson.

Board Members shall be reimbursed for out-of-pocket expenses including, but not limited to, travel, copying, telephone, clerical services, and mailings. The Board Members shall be allowed \$55.00 per diem for meals and actual lodging costs provided they stay in hotels approved by the Department and they obtain a government rate. Board Members must provide documentation for all expenses.

The parties shall share all Board Members' fees and expenses equally. The total fees and expenses to hear each claim shall not exceed the following maximum amounts (one claim shall constitute all issues submitted to the Dispute Review Board at one (1) time):

\$ 50,000 - \$499,999.99	\$10,000.00
\$500,000.00 - \$999,999.99	\$15,000.00
\$1 million - \$4,999,999.99	\$25,000.00
over \$5 million	\$50,000.00

The Department shall pay the Board Members and deduct the Contractor's share from the retainage. If retainage is not sufficient, the Contractor shall pay the Department directly for its share of the fees and expenses.

June 13, 1990

APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES**The Davis-Bacon and Related Acts apply when:**

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a plant, pit, or quarry, which has been established specifically to serve (or nearly so) a particular project or projects covered by Davis-Bacon and Related Acts.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul material from a non-commercial stockpile or non-commercial storage site outside the limits of the project to the project site.
- 3) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul excavated materials away from a Davis-Bacon covered project.
- 4) A contractor or Subcontractor rents or leases equipment with an operator to perform work as called for under a Davis-Bacon construction contract.
- 5) A common carrier is used for the transportation of materials from an exclusive material supply facility to fulfill the specific need of a construction contract.

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitations and would not have to be approved as a Subcontractor. However, payrolls must be submitted by truck fleet owner covering the truck drivers, and all requirements such as predetermined wages, overtime, etc., are applicable. Legitimate owner-operators (truck owner driving his own truck) must appear on the payroll by name and notation "truck Owner Operator" with no hours, etc. shown.

The Davis-Bacon and Related Acts do not apply when:

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a commercial plant, pit, or quarry which had previously been established for commercial use and regularly sell materials to the general public.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from an established commercial plant, pit, or quarry to a stockpile outside the limits of the project.
- 3) Bona fide owner-operators of trucks, who are independent contractors, use their own equipment to haul materials to or from or on a Davis-Bacon covered project. (One man-One truck)

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitation and would not have to be approved as a Subcontractor.

August 7, 1991

LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS**A. Late Discovery of Archaeological/Historical Remains on Federal Aid Projects.****1. Responsibilities:**

The Contractor and subcontractors must notify their workers to watch for the presence of any prehistoric or historic remains, including but not limited to arrowheads, pottery, ceramics, flakes, bones, graves, gravestones, or brick concentrations. If any such cultural remains are encountered, the Resident Construction Engineer shall be immediately notified and all work in the vicinity of the discovered materials or site shall cease until the Department's Staff Archaeologist or the State Highway Engineer directs otherwise.

2. Applicability:

This provision covers all areas of ground disturbance resulting from this federal - aid contract, including but not limited to road construction, Department designated borrow pits, Contractor furnished borrow pits, and/or staging areas.

3. Cost Reimbursement and Time Delays:

Any extra work required by A(1) above within the project right of way or on Department designated borrow pits (see below) will be paid for in accordance with Subsection 104.05 of the Standard Specifications. Extra contract time may be provided under Subsection 108.06 of the Standard Specifications for archaeological work within the project right of way or on designated borrow pits.

NOTE: On Contractor furnished borrow pits the contractor is not entitled to any additional time or money for delay on impact resulting from A(1) above or for extra work required by A(1) above. Therefore, contractors may wish to retain professional archaeological services to better ensure that borrow pit areas are cleared of archaeological/historical remains prior to use on Federal aid projects.

B. Approval of Designated Borrow Pits on Federal Aid Projects (Plant Sites which qualify as commercial are not included).

In instances where the Department specifically designates the location of borrow pits on project plans or in contract specifications for use on a Federal aid project, an archaeological survey will be performed by Department archaeologists prior to award of contract.

This provision also applies to designated disposal sites, staging areas, haul roads, and job site field offices.

November 10, 1999

CONSTRUCTION ESTIMATES

The Contractor is advised that the Department will utilize **SiteManager™** for this contract. **SiteManager™** is a computerized construction management system designed to record construction contract information and generate progress and final pay estimates.

SiteManager™ will be used to electronically record quantities of work performed and other supporting information into Daily Work Reports. On the appropriate day, the Engineer will direct the **SiteManager™** system to generate the pay estimate based on the quantities of work accumulated in the Daily Work Reports.

In conjunction with the use of this system, the Department will verify the reported quantities of work with the Contractor in lieu of completing a full set of Final Plans to document the final quantities. The Contractor's participation in this method is described in this specification.

Monthly Construction Estimates:

For monthly or progress estimates, the contractor will be provided a **Summary to Contractor** report that shows the active items and quantities of work resulting from the **SiteManager™** estimate generation. As a requirement of this contract, the contractor shall maintain sufficient records of work performed in order to verify the quantities reported in the estimate. The contractor will verify the reported quantities by signing the **Summary to Contractor** report and returning the report to the Engineer.

Final Construction Estimate:

For the Final Construction Estimate, the Department will provide the Contractor the **Summary to Contractor** and the **Item Quantity** reports. The **Item Quantity** reports varies from the **Summary to Contractor** report, in that it shows every item included in the contract with original quantities and any change order quantities, quantities installed, quantities paid to date, and the final quantity.

As stated above for monthly or progress estimates, the Contractor is required to maintain sufficient records of work performed in order to review and verify the final quantities for this contract. The Contractor shall have 30 days from receipt of the above reports, to review and verify the quantities reported on the final estimate.

MEASUREMENT AND PAYMENT:

There shall be no separate measurement and payment for the above work. The costs for this work are considered incidental to the overall work on this contract and shall be included in the bids for other items of work.

1.2 Materials

Provide adhesive bonding material systems for structural applications that meet the requirements of ASTM C 881, Type IV, Grade 3, Class B or C (depending on site conditions). Do not use "Fast Set epoxy." Package components of the adhesive in containers of such size that one whole container of each component is used in mixing one batch of adhesive. Use containers of such design that all of the contents may be readily removed, and are well sealed to prevent leakage. Do not use material from containers which are damaged or have been previously opened. Use only full packages of components. Furnish adhesive material that requires hand mixing in two separate containers designated as Component A and Component B or in a self contained cartridge or capsule that consists of two components which will be automatically mixed as they are dispensed, as in the case of a cartridge, or drilled into, as in the case of a capsule.

Provide packages clearly marked by the Manufacturer with the following information:

- Manufacturer's name and address
- Product Name
- Date of Manufacture
- Expiration Date
- LOT Identification Number
- Storage and Handling Requirements

With each package include the Manufacturer's instructions for anchor and dowel installation. Include the following information with the instructions:

- Diameters of drilled holes for applicable anchor and dowel sizes.
- Cleaning procedure for drilled holes, including a description of permitted and prohibited equipment and techniques.
- Allowable temperature ranges for storage, installation and curing.
- Identification of acceptable mixing/dispensing nozzles.
- Fabrication requirements for anchors and dowels.
- Description of tools permitted or required for installation.
- Method of identifying properly proportioned and mixed adhesive materials.
- Time and temperature schedule for initial set ('gel time') and full-strength cure.
- Requirements for special installation conditions such as horizontal or near horizontal orientation of the anchor or dowel.

1.3 Construction Requirements

1.3.1 Storage

Deliver the adhesive bonding material system to the job-site in original unopened containers with the Manufacturer's label identifying the product. Store materials delivered to the job-site in the original unopened containers within an appropriate facility capable of maintaining storage conditions consistent with the Manufacturer's recommendations.

1.3.2 Installation

Install the adhesive anchors and dowels perpendicular to the plane surface of the structural member, in accordance with Manufacturer's recommendations, and when the concrete is above 40 degrees Fahrenheit and has reached its 28 day strength. Install the anchorages before the adhesive's initial set ('gel time').

1.3.2.1 Drilling of Holes into Concrete

Ensure that concrete members receiving adhesive-bonded anchors or dowels are structurally sound and free of cracks in the vicinity of the anchor or dowel to be installed. When directed by the RCE, use a jig or fixture to ensure the holes are positioned and aligned correctly during the drilling process.

SUPPLEMENTAL SPECIFICATIONS

If more than 60 anchorages are to be installed: Test the first 6 anchorages prior to installing the remaining anchorages. Then test, at random locations selected by the RCE, 10% of the number in excess of 60 anchorages.

For every failed field test, perform two additional field tests on adjacent untested anchors or dowels within the LOT. Continue additional field tests until no more test failures occur, or until all anchors and dowels within the LOT are tested.

Begin testing after the Manufacturer's recommended cure time has been reached. For testing, apply and hold the test load for three minutes. If the jack experiences any drop in gage reading, restart the test. For the anchorage to be deemed satisfactory, hold the test load for three minutes with no movement or drop in gage reading.

Remove all anchors and dowels that fail the field test, without damage to the surrounding concrete. Re-drill holes to remove adhesive bonding material residue and clean the hole in accordance with Subsection 1.3.2.1. For reinstalling replacement anchors or dowels, follow the same procedures as new installations. Do not reuse failed anchors or dowels unless approved by the RCE.

Determine failure of the field test in accordance with ASTM E 488. Submit certified test reports to the RCE. Final acceptance of the adhesively anchored system is based on the conformance of the pull test to the requirements of this Specification. Failure to meet the criteria of this Specification is grounds for rejection.

1.4 Measurement

No separate measurement for payment will be made for furnishing, installing, and testing of adhesively bonded anchors and dowels.

1.5 Payment

Include all costs of adhesively bonded anchors and dowels in the contract unit price bid for the items to be anchored.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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I. General.....	61	preference for Appalachian contracts, when applicable, as specified in Attachment A), or
II. Nondiscrimination.....	61	
III. Nonsegregated Facilities.....	64	b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.
IV. Payment of Predetermined Wage.....	64	
V. Statements and Payrolls.....	67	
VI. Record of Materials, Supplies and Labor.....	68	II. NONDISCRIMINATION
VII. Subletting or Assigning the Contract.....	68	(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)
VIII. Safety: Accident Prevention.....	68	1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
IX. False Statements Concerning Highway Projects.....	69	
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.....	69	a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.....	69	b. The contractor will accept as his operating policy the following statement: <i>"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."</i>
XII. Certification Regarding Use of Contract Funds for Lobbying.....	71	

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.
- Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- Selection of Labor:** During the performance of this contract, the contractor shall not:
 - discriminate against labor from any other State, possession, or territory of the United States (except for employment

- employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

- EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge

superseded as indicated in the special provision.

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D. C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide

such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the

inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section

308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out

excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating

- (a) the classifications of the laborers, mechanics and other employees required to perform the contract work,
- (b) the number of employees required in each classification,
- (c) the date on which he estimates such employees will be required, and
- (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service,

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Women Apply Nationwide

GOALS AND TIMETABLES

Timetable	Goals (percent)
From Apr. 1, 1976 until March 31, 1979-----	3.1
From Apr. 1, 1979 until March 31, 1980-----	5.1
From Apr. 1, 1980 until March 31, 1981-----	6.9

Goals for Minority Participation

South Carolina

SMSA Counties:.....	16.0
Greenville, Pickens, Spartanburg	
Non-SMSA Counties:.....	17.8
Abbeville, Anderson, Cherokee, Greenwood, Laurens, Oconee, Union	
SMSA Counties:.....	23.4
Lexington, Richland	
Non-SMSA Counties:.....	32.0
Calhoun, Clarendon, Fairfield, Kershaw, Lee, Newberry, Orangeburg, Saluda, Sumter	
Non-SMSA Counties:.....	33.0
Chesterfield, Darlington, Dillon, Florence, Georgetown, Horry, Marion, Marlboro, Williamsburg	
SMSA Counties:.....	30.0
Berkeley, Charleston, Dorchester	
Non-SMSA Counties:.....	30.7
Colleton	
Non-SMSA Counties:.....	29.8
Beaufort, Hampton, Jasper	
Non-SMSA Counties:.....	15.7
Chester Lancaster York	
Non-SMSA Counties:.....	32.8
Barnwell, Edgefield, McCormick, Allendale, Bamberg	
SMSA Counties:.....	27.2
Aiken	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical areas where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 Shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications

set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees of trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any). The "covered area is the SMSA County or Counties or Non-SMSA County or Counties in which the contract work is performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employers Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin regardless of race);
 - (iii) Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that all seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from the Government contracts pursuant to the executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspensions, termination and cancellation of the existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of the Federal Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of the specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any employee identification number when assigned, social security number, race, sex status(e.g., Mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents(e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

S. C. File Number 46.037574A - F. A. Project Number BR46(016) - YORK County - Bridge Painting.

GENERAL DECISION: **SC20080011** 02/08/2008 SC11

Date: February 8, 2008

General Decision Number: **SC20080011** 02/08/2008

Superseded General Decision Number: SC20070011

State: South Carolina

Construction Type: Highway

Counties: Aiken, Anderson, Berkeley, Charleston, Dorchester, Florence, Greenville, Lexington, Pickens, Richland, Spartanburg, and York Counties in South Carolina.

IN AIKEN COUNTY, DOES NOT INCLUDE THE SAVANNAH RIVER SITE

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects; railroad construction; bascule, suspension and spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges)

Modification Number Publication Date
0 02/08/2008

* SUSC1987-003 06/01/1987

	Rates	Fringes
Asphalt lay-down person.....	\$5.85	
Carpenter.....	\$7.23	
Concrete finisher.....	\$7.19	
Electrician.....	\$10.36	
Flagger.....	\$5.85	
Form setter (road).....	\$6.81	
Ironworker, reinforcing.....	\$7.96	
Laborers:		
Asphalt raker.....	\$5.85	
General laborer.....	\$5.85	
Lute person.....	\$6.29	
Mason.....	\$7.50	
Mechanic.....	\$7.60	
Painter, bridge.....	\$8.47	
Pipelayer.....	\$5.85	
Post driver.....	\$8.00	
Power equipment operators:		
Asphalt distributor.....	\$5.85	
Asphalt paver.....	\$6.68	
Bulldozer (utility).....	\$5.85	
Bulldozer.....	\$6.97	
Chain saw.....	\$6.00	
Concrete saw.....	\$7.03	
Crane, backhoe, dragline &		

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PROPOSAL ITEMS AND QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1031000	MOBILIZATION	LS	1
1071000	TRAFFIC CONTROL	LS	1
6072000	C.Z.CHANGE.MESS.SGN(TRUCK MTD)	EA	1
7091395	ENVIR. AND WORKER PROTECTION	LS	1
7101001	CLN/PNT.EX.STR.STEEL-BRIDGE #1	LS	1
7101002	CLN/PNT.EX.STR.STEEL-BRIDGE #2	LS	1
7261127	RESEAL DECK EXPANSION JOINT	LF	272

Note: This Bid Bond form is the only means of bid security that will be accepted by the S. C. Department of Transportation.

South Carolina Department of Transportation FORM 674 - Rev. 02-14-01		Date Bond Executed	
BID BOND			
Principal			
Surety			
Amount of Bond 5% OF PRINCIPAL'S BID			Date of Bid
Project			

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named are held and firmly bound unto the South Carolina Department of Transportation, hereinafter called the Department, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed bonds acceptable to the Department, all as set forth in the proposal and bid, should the same be accepted, and that not longer than twenty (20) days after the receipt by the principal of contract forms from the Department, he will execute a contract on the basis of the terms, conditions and unit prices set forth in this proposal or bid together with and accompanied by a Performance and Indemnity bond satisfactory to the Department, in the total amount of said contract, and a Payment bond in the amount of 100% of the contract, and that failure to perform shall be just and adequate cause for the annulment of the awards; and it is fully understood that in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Department, not as penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Indemnity, and Payment bonds, as set forth in the proposal, be executed, bonds being satisfactory to the Department, this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS THEREOF, the above-burden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: Witness (2 Required) 1. _____ 2. _____	INDIVIDUAL OR PARTNERSHIP PRINCIPAL _____ (Seal) _____ (Seal)				
Attest _____ Secretary Witness (2 Required) 1. _____ 2. _____	Corporate Principal Business Address _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">By _____</td> <td style="width: 40%;">Affix Corporate Seal</td> </tr> <tr> <td>Title _____</td> <td></td> </tr> </table>	By _____	Affix Corporate Seal	Title _____	
By _____	Affix Corporate Seal				
Title _____					
Witness (2 Required) 1. _____ 2. _____	Corporate Surety Business Address _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">By _____</td> <td style="width: 40%;">Affix Corporate Seal</td> </tr> <tr> <td>Title _____</td> <td></td> </tr> </table>	By _____	Affix Corporate Seal	Title _____	
By _____	Affix Corporate Seal				
Title _____					

Note: All signatures and other information must be furnished.

PROPOSAL FORM
For

SCDOT File No. _____ (first file only)

by

Proposer's SCDOT Vendor No. _____

In accordance with the advertisement by the South Carolina Department of Transportation (hereinafter Department) inviting Proposals for above referenced project and in conformity with the Plans and Specifications on file at the SCDOT,

THE PROPOSER CERTIFIES that the PROPOSER is fully informed respecting the preparation of its Proposal and all pertinent circumstances respecting its Proposal, and that it has authority, as agent or representative of the PROPOSER, for the submission of a Bid Proposal on the above-referenced project; and

THE PROPOSER CERTIFIES that the PROPOSER is the only person(s) interested in his Proposal as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Proposal, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE PROPOSER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and Indemnity Bond and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.
- (e) To furnish a statement, on demand of the Department, showing financial and general responsibility.

[illegible]

I FURTHER CERTIFY that the above requirement will be made part of any Subcontract Agreement involved with this project. In the event the SWPPP is amended by the owner, such amendments shall be incorporated into the plan and the Contractors and Subcontractors shall acknowledge by their signature.

[illegible]**BID BOND**

Choose one of the following methods for bid bond submission and fill in required information:

Surety 2000 Authentication Number: _____

Date Bid Bond Submitted: _____

[illegible]

FAILURE TO PERFORM THE ABOVE SELECTIONS AND REQUIREMENTS OR TO EXECUTE THE CERTIFICATION BELOW, WILL MAKE THE BID NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

BY SUBMITTING THIS BID ELECTRONICALLY, I HEREBY ACKNOWLEDGE THAT ALL REQUIREMENTS INCLUDED IN THE HARD COPY PROPOSAL, ADDENDUMS, AMENDMENTS, PLANS, STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS ARE PART OF THIS BID PROPOSAL AND CONTRACT. I FURTHER ACKNOWLEDGE THAT THIS ELECTRONIC BID IS SUBJECT TO THE PROVISIONS OF THE SOUTH CAROLINA ELECTRONIC COMMERCE ACT, §26-5-10, ET. SEQ., OF THE SOUTH CAROLINA CODE OF LAWS.

IN ACCORDANCE WITH THE PROVISIONS OF S.C.CODE ANN.§§ 39-3-10 ET.SEQ., 39-5-10 ET.SEQ., 15 U.S.C. §45; 23 C.F.R. §635.112(F); AND 28 U.S.C. §1746, THAT I AM AN OFFICER OF THE PROPOSER FIRM AND, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND SOUTH CAROLINA, DECLARE, BY MY CERTIFICATION BELOW, THAT THE FOLLOWING IS TRUE AND CORRECT, AND FURTHER, THAT THIS FIRM, ASSOCIATION OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMISSION OF A BID PROPOSAL ON THE ABOVE REFERENCED PROJECT.

BY CHECKING THIS BOX ☐, I CERTIFY THAT I HAVE READ, UNDERSTAND, ACCEPT, AND ACKNOWLEDGE ALL OF THE ABOVE STATEMENTS.

COMPLETE THE FOLLOWING ONLY IF HARD COPY BID PROPOSAL IS REQUIRED:

Executed on _____, 20__.

Signed: _____

(Officer/Proposer)

(Title)

(Company)

(Address)

SEAL

May 22, 1997

S. C. File Number 46.037574A

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

¹ Name & Address of DBE's (Subcontractor or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)				⁵ Dollar Value
		Item	Qty.	Unit	⁴ Unit Price	

The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

2 Percent - show percent of total contract amount committed to each DBE listed.

3 All information requested must be included unless item is listed in proposal on a lump sum basis.

4 Unit Price - show unit price quoted by DBE.

5 Dollar Value - extended amount based on Quantity and Unit Price.

6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information.
(See *Instructions to Bidders - Federal Projects*).

SWORN to before me this _____
day of _____, 20____

Company

(Seal)

By:

Notary Public for _____
My commission expires: _____

Title:

Co-Permittee Agreement & Contractor Certification

Unique ID: _____ Agreement Date: ____/____/____ Project No: _____
File No.: _____

Section 1: All contractors and subcontractors identified in the plan as co-permittees must sign a copy of the certification statement below:

"I certify by my signature below that I participated in a pre-construction conference onsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP) and I accept the terms and conditions of the SWPPP as required by the general National Pollutant Discharge Elimination System permit (NPDES permit number SCR100000) issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. Further, by my signature below, I understand that I am becoming a co-permittee with the owner/operator and other contractors that have become co-permittees to the general NPDES permit issued to the owner/operator of the facility for which I have been contracted to perform professional construction services. As a co-permittee, I understand that I, and my company, as the case may be, am legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I also understand that DHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I am signing this certification and am receiving co-permittee status to the aforementioned general NPDES permit."

Contractor Rep: _____

Signature: _____ Date: _____
Title: _____

Contractor: _____
Address: _____
City/State/Zip: _____
Phone: _____

Section 2: All contractors and subcontractors identified in the plan to perform construction related work that may affect the implementation of the SWPPP but who will not be co-permittees must sign the certification statement below:

"I certify by my signature below that I participated in a pre-construction conference onsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP) and I accept the terms and conditions of the SWPPP as required by the general National Pollutant Discharge Elimination System permit (NPDES permit number SCR100000) issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. I understand that that I, and my company, as the case may be, may be legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP."

Contractor Rep: _____

Signature: _____ Date: _____
Title: _____

Contractor: _____
Address: _____
City/State/Zip: _____
Phone: _____

STATE OF SOUTH CAROLINA)
COUNTY OF)

CLAIM CERTIFICATION

Personally appeared before me _____ who being duly sworn deposes and states that:

1. He is _____ of _____.
Position Name of Contractor
2. He has submitted a claim on behalf of _____.
Name of Contractor
3. SCDOT and the claim is submitted pursuant to Section 105.16 of the Standard Specifications.
4. The claim was prepared in accordance with the requirements of Section 105.16 and to the extent available all information required by Section 105.16 is included.
5. The claim is made in good faith.
6. The supportive data are accurate and complete to the best of my knowledge.
7. The amount of claim accurately reflects the amount that I in good faith believe is the DOT's liability.

SWORN to before me this
_____ day of _____, _____.

Notary Public for South Carolina
My commission expires: _____

CONTRACTOR NOTICE OF CLAIM

DATE: _____

FILE NO. _____

CONTRACTOR: _____

NOTICE OF CLAIM FOR ADJUSTMENT DUE TO: (circle as appropriate)

ALTERATION
OF PLANS

CHANGED/DIFFERING
SITE CONDITIONS

DELAY/SUSPENSION
OF WORK

EXTRA WORK

TIME EXTENSION

OTHER

NATURE OF THE EVENT:

CAUSE OF THE EVENT:

IMPACT OF THE EVENT: (on time of performance on contract price)

In the event this issue is not resolved by Supplemental Agreement or Force Account Order, the Contractor shall submit to the Department at the appropriate time a fully detailed request ("Claim") for additional time or compensation.

Copy of this notice was delivered to the RESIDENT ENGINEER on

_____, 20__ by _____.

SIGNED: _____
(Contractor's Representative)

RECEIVED BY:

RESIDENT ENGINEER

DATE: _____

Director of Construction

Date Sent to FHWA _____

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